

**RUTHERFORD COUNTY SCHOOL SYSTEM  
2240 Southpark Drive  
Murfreesboro, TN 37128**

**SEPTEMBER 15, 2022  
5:00 P.M.**

**AGENDA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. MOMENT OF SILENCE**
- 4. APPROVAL OF AGENDA**

**Recommended Approval---motion to approve the agenda as presented.**

**5. APPROVAL OF CONSENT AGENDA (TAB 1)**

**A. Minutes: August 10, 2022 Policy Committee Meeting  
August 18, 2022 Board Meeting  
September 13, 2022 Special Called Board Meeting**

**B. Community Use of Facilities (For Information Only)**

	<b><u>Fees</u></b>
Smyrna Elementary	Soccershots, 9/10-10/24, 12/3-2/11, 3/4-5/6, classes, gym in the Winter, stadium or track in fall and spring, \$18/hr. (winter), \$100/hr. (fall and spring) Sat: 8:45am-10:45am
Roy Waldron	Carpe Artista, 9/6-5/30/23, rehearsals, gym, \$18hr, 1st and 3rd Tues: 6:00pm-8:30pm
Rock Springs Elementary	Universal Sport League (LaVergne Basketball), gym, 11/28/22-3/11/23, games and practices, \$4788, M-F 6pm-9:30pm, Sat. 8am-6pm, Sun. 2pm-9pm
Barfield Elementary	Fine Arts Matter, CPU lab Library and 1 classroom, \$540 9/8/22-12/8/22 Thursdays 2:30pm-3:20pm
Wilson Elementary	Fine Arts Matter, CPU Lab Library and 1 classroom, \$540, 9/7/22-12/7/22, Wednesdays 2:30pm-3:20pm
Christiana Middle	Blueprint Baseball, 9/12-10/29, team practice, baseball field, \$324 Mon: 5:00pm-7:00pm, Sat: 10:00am-12:00pm

Rocky Fork	Middle TN Outlaws, 8/26-10/28, team practice, baseball field, \$36/hr. Fri & Sat: 5:00pm-7:00pm
Smyrna Middle	Alpha Kappa Alpha Sorority, monthly business meetings, 9/10-12/11, 2nd Saturday 8am-1pm, auditorium/gym, \$285 per day
Stewarts Creek Middle	Unity Clark Softball, practice, 9/1-7/30/23, softball field, \$18/hr. Sat & Sun: 11:00am-1:00pm
Stewarts Creek High	Tennessee Valley Winds, rehearsals, 8/9/22-5/27/23, band room, \$1030 Tues: 6:30pm-9:00pm

### **No Fees**

Brown's Chapel	Girl Scouts, 9/6, 6:30pm-7:30pm Family interest night, cafeteria, no fee, *For Retro Review
Brown's Chapel	Cub Scouts Pack 320, 8/15-5/22/23, weekly den meetings, cafeteria, No fee
Wilson Elementary	Girl Scouts, 8/30 6:30pm-7:30pm, Family interest night, Cafeteria, no fee *For Retro Review
Blackman Elementary	Girl Scout Troop 2665, 9/13-May 2023, meetings, cafeteria, no fee 1st and 3rd Tuesday 5:00pm-6:15pm
Lascassas Elementary	Girl Scouts, 9/21/22 6:30pm-7:30pm, cafeteria, meeting, no fee
Smyrna Middle	Catholic Charities, after-school program, 9/19-4/28/23, cafeteria, no fee M, T, W, TH 3pm-6pm
Rockvale Middle	Girl Scout Unit 151, fall fundraiser delivery, 10/15/22 8am-2pm, covered drive No fee
Siegel High	Siegel HS Band Booster Club, Stones River Championship (band Competition), 9/24 8:00am-midnight, Fine Arts classroom, Aux Gym, Stadium/Track, all Parking lots, no fee
Siegel High	Murfreesboro Warriors Youth Football and Cheerleading & Tennessee Youth Sports Alliance, games, stadium/track 8/1-11/30, Sat: 8:00am- 7:00pm No fee
LaVergne High	Cornerstone United Methodist Church, 9/11/22-5/14/2023, school Safety gathering, 2nd Sunday of the month 5:00pm-5:30pm

**\*Note: Facility use prior to 9/15/22 has been granted pending Board action. A certificate of insurance with \$2,000,000.00 limits (\$1,000,000.00 if approved) is required by each user. Each group must forward any renewals of insurance to the Board on time; otherwise, approval is terminated at the end of the policy period. All approvals are for no more than a 1-year period.**

- C. Transportation:** Request for voluntary termination of contract Bus #40  
Request for voluntary termination of contract Bus #44  
Request for voluntary termination of contract Bus #177  
Request for voluntary termination of contract Bus #187  
Request for voluntary termination of contract Bus #230
- D. Title I Contract:** Title I Funded – Extended Contract at Holloway High School  
Title I Funded - Extended Contract at LaVergne Lake Elementary School
- E. Nepotism:** Steven Harle – SPED EA- Stewarts Creek Middle School  
Dr. Diana Conner – Health Science – Oakland High School  
Jessica Novak – Instructional ELA Coach- Kittrell Elementary School  
Chelsea Gugger –Kindergarten - Eagleville School
- F. Routine Bids:** FP #22-06 – Audit Services  
Bid #3619 – ADA Chair Lift installation (Holloway High)  
Bid #3620 – Storage Buildings

**Request to Purchase:**

Rockvale Middle School would like to purchase a Toro Mower (75306) 26 HP Kohler 7000 series with 60” Cutting Deck in the amount of \$5,649.00 from Dickens Turf & Landscape. Negotiated Bids are on file and Dickens Turf and Landscape was the overall lowest bid.

To be funded through Rockvale Middle School.

Blackman Middle School would like to purchase a 6 x 12 Enclosed Cargo trailer for football team at a cost of \$4,657.60.

To be funded through Blackman Middle School.

The Maintenance Department would like to purchase from Sourcewell Contract #040319-CEC a T740 T4 Bobcat Compact Track Loader from Clark Equipment Co. dba Bobcat Company at a cost of \$66,818.62.

To be funded from Capital Projects.

The following firms are recommended for approval for Professional Services for the 2022-2023 school year:

**Geotechnical Investigation and Construction Material Testing:**  
ECS Southeast, LLP  
Collier Engineering

**Surveying:**

Collier Engineering

Byrd Surveying

Brown Surveying

Huddleston-Steele

SEC, Inc.

**Structural Steel Testing:**

Billy Melton

**Civil Design:**

Barge Cauthen and Associates

SEC, Inc.

Huddleston-Steele

**Architectural Design Services:**

Goodwyn Mills Cawood, LLC (Previously Binkley Garcia Architecture)

Kline Sweeney

HVAC Design:

Harpeth Park Engineering

IC Thomasson

Maynard Select

CMTA

**G. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Ronnie Bray	NTE \$4,500.00	Blackman High	School Funds – Wrestling	Open facilities during breaks + off season
Courtney Gregory	NTE \$3,000.00	Blackman High	School Funds- Varsity Cheer + BHS Cheer Booster	Coaching Football/Competition cheerleaders
Barry Wortman	NTE \$6,000.00	Blackman High	School Funds – Boys Basketball	Head Coach/Facility Supervisor
Maranda Allen	NTE \$40.00	Blackman Middle	School Funds – Football	Filmer for Football
Maranda Allen	NTE \$500.00	Blackman Middle	School funds - Drama	Working with 2022/2023 Drama production
Nicole Fedeale	NTE \$500.00	Blackman Middle	School Funds - Drama	Working with 2022/2023 Drama production
Casey Molina	NTE \$500.00	Blackman Middle	School Funds - Drama	Working with 2022/2023 Drama production
Sheila Panther	NTE \$500.00	Blackman Middle	School Funds - Drama	Working with 2022/2023 Drama production
Christy Rivenbark	NTE \$500.00	Blackman Middle	School Funds - Drama	Working with 2022/2023 Drama production
Krissa Seifert	NTE \$500.00	Blackman Middle	School Funds - Drama	Working with 2022/2023 Drama production
Karyl Paul	NTE \$1,000.00	Eagleville	School Funds – MS Volleyball	Assistant MS Volleyball Coach

Michael Daniels *6	NTE \$2,000.00	Oakland High	School Funds – Various Sports + Clubs	Bus Driver
Ricky Field	NTE \$975.00	Riverdale	School Funds – Boys Soccer	Weight Training – June/July 22
John Howse	NTE \$2,000.00	Riverdale	School Funds – Track	Assistant Track Coach
Barry Marton	NTE \$2,000.00	Riverdale	Riverdale Football Boosters	Mowing + Painting 22/23
Ashley Taylor Mintz	NTE \$2,089.00	Riverdale	Riverdale Softball Boosters	Summer Camp 2022
Ashley Taylor Mintz	NTE \$3,800.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Joshua Pelchat	NTE \$2,000.00	Riverdale	Riverdale Football Boosters	Mowing + Painting 22/23
Elizabeth Proctor	NTE \$2,089.00	Riverdale	Riverdale Softball Boosters	Summer Camp
Elizabrth Proctor	NTE \$2,500.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Ernest Rivas	NTE \$1,500.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Robert Staats *6	NTE \$5,000.00	Riverdale	School Funds – Various Sports + Clubs	Bus Driver
Brent Whitlock *6	NTE \$5,000.00	Riverdale	School Funds – Various Sports + Clubs	Bus Driver
Keith Stanley	NTE \$2,000.00	Rock Springs Elementary	Universal Sports League	Open and Clean up for Universal Sports League
David England *1	NTE \$400.00	Rockvale High	School Funds – Band	Band Contest Judging
Heatherly Benedict	NTE \$1,000.00	Rockvale Middle	School Funds – Cross Country	Assistant Cross-Country Coach
Samantha Irvin	NTE \$1,000.00	Rockvale Middle	School Funds – Cross Country	Assistant Cross-Country Coach
Joanne Williams	NTE \$1,500.00	Rocky Fork Middle	School Funds – Volleyball	Assistant Volleyball Coach
Meggan Woodard	NTE \$850.00	Rocky Fork Middle	School Funds - Track	Assistant Track Coach
Scott Cochran	NTE \$800.00	Siegel High	School Funds – Football	Football Ticket Manager
Henry Fields	NTE \$600.00	Siegel High	School funds – Football	Announcer/Scoreboard/Music
Henry Fields	NTE \$6,000.00	Siegel High	Various Groups – Use of Facilities	Building Supervisor/Light/Sound
Sarah Hunt Green	NTE \$1,800.00	Siegel High	School Funds – Volley + Girls and Boys Basketball	Gate Manager
Shawn Middleton *6	NTE \$8,000.00	Siegel High	Various Clubs + Sports	Bus Driving + Field Work

Justin Miller	NTE \$800.00	Siegel High	Siegel High Band Boosters	Rehearsal Tech
Julie Melton	NTE \$500.00	Siegel Middle	School Funds – Girls Basketball	Assistant Girls Basketball Coach
Mindy Montry	NTE \$500.00	Siegel Middle	School Funds – Yearbook	Yearbook Assistant
Gabe Villareal	NTE \$2,000.00	Smyrna High	School Funds – Football	Summer field maintenance + Summer workout supervision
Mark Williams	NTE \$2,000.00	Smyrna High	School Funds – Football	Summer field maintenance + Summer workout supervision
Riley Powers	NTE \$500.00	Stewarts Creek High	School Funds – Cheerleading	Cheer Choreography
Alexis Yatuzis-Derryberry	NTE \$6,000.00	Stewarts Creek High	School Funds – Band + SCHS Music Boosters	Summer Band Camp/Winter Concert Camp/Marching Rehearsals
Athletic Trainers	\$25/hour	All Schools	School Funds + Booster Funds	Special Events coverage by Athletic Trainers
Gregory Lawson *1	NTE \$300.00	Blackman Middle	School Funds – Band	Instrument Evaluator
Igor Zhislin	NTE \$9,500.00	Central Middle	School Funds - Chess	Chess Instructor
Joshua Pyper	NTE \$1,350.00	Eagleville	School Funds – Band	Fall 2022 Marching Band Assistant
Igor Zhislin	NTE \$20,000.00	McFadden	School Funds - Chess	Chess Instructor
Russell Clark	NTE \$750.00	Oakland High	OHS Football Boosters	Assistant Football Coach
Olivia Westfall	NTE \$1,000.00	Oakland Middle	School Funds – Theater	Choreography for productions
Thurman Bailey	NTE \$2,500.00	Riverdale	Riverdale Softball Boosters	Assistant Softball Coach
Derek Fuqua	NTE \$2,000.00	Riverdale	School Funds – Track	Assistant Track Coach
Nicholas Peterson	NTE \$2,000.00	Riverdale	Riverdale Football Boosters	Assistant Football Coach
Gavyn Frankenfield	Up to \$50 per hr. per service	Rockvale High	School Funds – Band	Low Brass lessons + sectionals
Harry McAnally	NTE \$2,500.00	Rocky Fork Middle	School Funds - Football	Assistant Football Coach
Alexander Blazck	NTE \$5,000.00	Siegel High	Siegel HS Band Boosters	Trumpet Lessons
Mary Braschler	NTE \$2,000.00	Siegel High	School Funds – Chorus	Pianist
Evan Clifton	NTE \$5,000.00	Siegel High	Siegel HS Band Boosters	Low Brass lessons + sectionals
Thomas Draper	NTE \$5,000.00	Siegel High	Siegel HS Band Boosters	Teaching the Siegel marching percussion program
Njkolaj Hmeljak	NTE \$5,000.00	Siegel High	Siegel HS Band Boosters	Teach visual program and program and trumpet/brass sectionals

Tonya Lawson	\$30/lesson	Siegel High	Siegel HS Band Boosters	Lessons
Rebecca Murphy	\$25/half hour lesson	Siegel High	Siegel HS Band Boosters	Flute lessons
Jovan Quallo	\$50/hour	Siegel High	Siegel HS Band Boosters	Saxophone + Theory instruction
Molly Leonard	NTE \$5,400.00	Stewarts Creek High	School Funds – Dance Teams	Choreography for Dance Team
Megan Walters	\$25/lesson	Stewarts Creek Middle	SCM Music Boosters	Individual Lessons
Ellie Grace Lifferth	\$23/practice session	Thurman Francis	School Funds - Swimming	Lifeguard for swim team practices
Kim Bly *2	Hourly	Barfield	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Jamison Sapp *2	Hourly	Blackman Elementary	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Christina Calixtro *2	Hourly	Cedar Grove	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Hayden Iwanciw *2	Hourly	Cedar Grove	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Gualesca Rodriguez *2	Hourly	Cedar Grove	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Tammy Faulk *2	Hourly	Christiana Elementary	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Tony Crutchfield *2	Hourly	Christiana Middle	School Funds – Football	Announcing/Scorekeeping
William Latimer *2	Hourly	Christiana Middle	School Funds – Football	Announcing/Scorekeeping
Torrie Britton *2	Hourly	John Coleman	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Somok Chanthavong *2	Hourly	John Coleman	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year

LaShonda Gooch *2	Hourly	John Coleman	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Richard Leslie *2	Hourly	John Coleman	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Taylor Leslie *2	Hourly	John Coleman	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Tim Mullins *2	Hourly	John Coleman	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Jessica Smith *2	Hourly	Oakland High	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Brandon Utley *2	Hourly	Oakland High	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Dennis Page *2	Hourly	Rockvale Middle	School Funds or Outside Groups/Use of Facilities	Additional custodial work for the 2022/2023 school year
Lesley Warta *2	Hourly	Stewarts Creek High	School Funds – Various Accounts	Manage/Inventory Concessions

\*\*Unless listed as an hourly rate

1. Approved previously for an amount \$500
2. Overtime rate for special events
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Must have the approval of the Transportation Dept.

## H. Non-Faculty Volunteer Coaches:

**According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.**

**The following non-faculty volunteer coaches are for the 2022-23 school year:**

<u>Name</u>	<u>School</u>	<u>Sport</u>
Alexander Blazek	Siegel High School	Band
Thomas Draper	Siegel High School	Band
Gavyn Frankenfield	Rockvale High School	Band
Tonya Lawson	Siegel High School	Band

Rebecca Murphy	Siegel High School	Band
Jovan Quallo	Siegel High School	Band
Megan Walters	Stewarts Creek Middle School	Band
Olivia Westfall	Oakland Middle School	Theatre
Joe Lannom	Blackman High	Bowling
Tyrone Newsome	Blackman High	Softball
Mike Cook	Central Magnet	Archery
Brian Summar	Central Magnet	Baseball
Dale Taylor	Eagleville	Archery
Chris Zentz	Eagleville	Wrestling
Autumn Stewart	LaVergne High	Swimming
Seth Henson	Oakland High	Baseball
Boyd Evans	Oakland Middle	Baseball
Cedric Walls	Oakland Middle	Baseball
Austin Shanglen	Riverdale High	Archery
Sydney Williams	Riverdale High	Softball
Charles Elmore	Rocky Fork Middle	Baseball
Abbie Harris	Smyrna High	Swimming
Jason Martin	Smyrna High	Tennis
Donnie Richardson	Smyrna High	Bowling
Amber Lawson	Stewarts Creek High	Softball
Savanna Jade Scott	Stewarts Creek High	Agriculture
Jeff Hite	Wilson Elementary	Archery
Lori Walker	Central Magnet	Swimming

**Recommended Approval---motion to approve the consent agenda items as presented.**

## **6. RECOGNITION**

**Members from the Stones River Chapter SAR will present the Rutherford County School Board flags that are being donated to all classrooms.**

**Dr. Annie Ralston – Special Education Coordinator**

## **7. VISITORS**

## **8. SPECIAL EDUCATION DEPARTMENT JOB DESCRIPTION (TAB 2)**

**Under the direct supervision of the Special Education Coordinator, an additional Special Education Administration Assistant is requested to maintain all requisitions (both GP and IDEA), purchase orders, reconcile school and department ledgers, track GP, IDEA, and APR expenditures, and coordinate with the Federal Bookkeeper monthly for accounting reconciliation. This position would be funded through IDEA Part B funds and would be posted after approval of the Consolidated Funding Application.**

**Recommended Approval---motion to approve an additional Special Education Administration Assistant position for the Special Education Department. Funding for this position would be through FY23 IDEA funds as presented.**

## **9. HUMAN RESOURCES (TAB 3)**

### **1. Job Description**

**Under the direct supervision of the Assistant Superintendent of Human Resources and Student Services and Senior Benefits Specialist, the Benefits Administrative Assistant will oversee the daily benefit's office operations. This position will communicate policies, procedures, and requirements to the public, and will provide direct support to the department.**

**Recommended Approval---motion to approve the Benefit's Administrative Assistant position to assist with the daily benefit's office operations as presented.**

### **2. Substitute Teacher Staffing**

**For the 22-23 school year, RCS is utilizing two substitute teacher vendors, The north end is served by ESS and the south end by Advantage. While neither company is able to meet our demands right now, ESS is having a much harder time than Advantage.**

#### **Option A:**

- **Change of daily rate for north end schools to more closely align with neighboring school districts.**
  - **Proposal for certified: 125**
  - **Proposal for non-certified: 105**
- **Change of daily rate for south end schools to more closely align with neighboring school districts:**
  - **Proposal for certified: 110**
  - **Proposal for non-certified: 90**

#### **Option B:**

- **Allocation of unfilled EA positions to permanent subs at each north end school (2 per school) as ancillary positions.**

#### **Option C:**

- **Allocation of additional \$15 dollars per day for a substitute filling a full day on Mondays, Fridays, and other "hard to fill" days as identified by the district.**

**Recommended Approval---motion to approve one or more of the following to improve sub fill rate with an effective date of October 10<sup>th</sup>, 2022 as presented.**

## **10. ESL EXTENDED CONTRACTS (TAB 4)**

- 1. The ESL Department will be conducting an after-school extended day program for Smyrna High School funded completely by Title III funds. Title III funds will Provide 2 teacher extended contracts. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45-6:15. Each teacher contract is for \$50.00/hour.**

**Recommended Approval---motion to** approve the Title III funded extended contracts for the extended day program as presented.

- 2. The ESL Department uses Docuphase of iAutomation to store historical ESL student data. The contract is for \$900 for support and maintenance of this data. It is paid for with Title III funds.**

**Recommended Approval---motion to** approve the contract with iAutomation as presented.

## **11. ADIDAS CONTRACT WITH RIVERDALE HIGH SCHOOL (TAB 5)**

**This Team Agreement is entered into between adidas America, Inc., and Riverdale High School Men's Basketball, under the attached agreement.**

**Recommended Approval---motion to** approve the agreement between adidas America, Inc. and Riverdale Men's Basketball as presented.

## **12. TRANSPORTATION (TAB 6)**

**The Transportation Department has proposed to add an addendum to the current Bus Transportation Services Contract to allow coverage to extend to property and liability claims caused by uninsured and underinsured motorist in an amount up to \$350,000.00.**

**Recommended Approval---motion to** approve the addendum to the current Bus Transportation Services Contract to allow coverage to extend to property and liability claims by uninsured and underinsured motorist as presented.

## **13. CURRICULUM & INSTRUCTION**

**The Curriculum & Instruction CTE Department would like to allocate approximately \$15,000.00 of Perkins 2022-2023 funds to support Rutherford Works (RW) Ambassador Leads at 22 of our Middle and High Schools. The purpose of the RW Ambassador Leads program would be to develop the instructional capacity of teachers, counselors, and assistant principals within our district to support the Rutherford Works partnership.**

**The Leads would be responsible for attending in-person/virtual meetings and implementing the following opportunities at their schools: Work Ethic Distinction, YouScience, WBL, Industry Tours, JumpStart Job Fair, 8th Grade Career Pathway Fair and assist with the ACT WorkKeys Assessment.**

**The allocations are:**

**Each participant receives a \$500.00 stipend for attendance and participation in Professional Development sessions led by Rutherford Works and the CTE Curriculum & Instruction Department.**

<b>Rutherford Works Ambassador</b>		
<b>Schools</b>	<b>RW Ambassador</b>	<b>Position</b>
Blackman High	Jeanette Noffsinger	CTE High School Teacher
Holloway High	Dawn Powell	CTE High School Teacher
LaVergne High	Bobby Farley	CTE High School Teacher
Oakland High	Sherri Rogers	CTE High School Teacher
Riverdale High	Penny Kell	CTE High School Teacher
Rockvale High	Jennifer Vining	CTE High School Teacher
Siegel High	Stacie Anderson	CTE High School Teacher
Smyrna High	Carrie Ott	CTE High School Teacher
Stewarts Creek High	Marlena Dixon	CTE High School Teacher
Blackman Middle	Megan Klopp	Middle School Counselor
Christiana Middle	Leigha Moltz	CTE Middle School Teacher
LaVergne Middle	Jana Pope	Middle School Assistant Principal
Oakland Middle	Emily Mangrum	CTE Middle School Teacher
Rock Springs Middle	James Elliott	Middle School STEM Teacher
Rocky Fork Middle	Allison Kunkle	Middle School Counselor
Rockvale Middle	Leighton Butler	Middle School Principal
Siegel Middle	April Mongold	Middle School Counselor
Smyrna Middle	Ellie Lee	Middle School ELA Teacher
Stewarts Creek Middle	Keith Young	Middle School Principal
Whitworth Buchanan Middle	Lucy Pittenger	CTE Middle School Teacher
Eagleville	Libby Sledge	CTE High School Teacher
Central Magnet	Jackie Crawley Harrison	CTE High School Teacher
RC Virtual School	Jennifer Courtney	School Counselor
Thurman Francis Arts Academy	Emily Gill	School Counselor

**Recommended Approval---** motion to approve allocating approximately \$15,000.00 of Perkins funds to support Rutherford Works Ambassador Leads at 22 of our Middle and High Schools. Each participant will receive a \$500.00 stipend for attendance and participation in Professional Development sessions by Rutherford Works and the Curriculum & Instruction CTE Department. Schools allocated number of participants is 11 middle schools and 11 high schools to support teacher and student success as presented.

#### **14. MIDDLE TENNESSEE STATE UNIVERSITY AGREEMENT (TAB 7)**

**This Agreement provides the terms and conditions under which MTSU will provide funding to high schools in the Rutherford County school system to serve as a sponsor of activities and to place advertising for MTSU at various locations as agreed by each high school. Under this Agreement, the District authorizes the high schools to accept such sponsorship and advertising. High schools will be authorized to accept sponsorship and advertising by use of the Form attached to this Agreement as Attachment A. Each completed Form shall be subject to the terms and conditions of this Agreement.**

**Recommended Approval---motion to approve the agreement with Middle Tennessee State University to provide funding to serve as a sponsor of activities and to place advertising for MTSU at various locations as presented.**

#### **15. TITLE I (TAB 8)**

##### **1. Imagine Language & Literacy K-2 Site License Contract**

**Imagine Learning & Literacy is an adaptive learning solution that accelerates reading and language proficiency for students in grades K-6. This program supplements literacy direct instruction and provides opportunities for learning and practice in all four domains of literacy-reading, writing, listening and speaking. As students practice skills, their individualized learning sequence adjusts to maximize engagement and progress.**

**Recommended Approval---motion to approve the contract between Rutherford County Schools and Imagine Language & Literacy to pay for one-year subscription for grades K-2 at John Coleman as presented.**

##### **2. ESSER 2.0 and ESSER 3.0 Approval of Funding Application**

**Rutherford County School's application was approved for the Elementary and Secondary School Emergency Relief Fund (ESSER 2.0) by the TDOE on September 5, 2022. This \$4,036,556.49 carryover amount will continue to be used to address learning loss, address facility needs and deferred maintenance, purchasing educational technology, and provide summer learning and supplemental after school programming.**

**These funds must be obligated by the district by June 30,2023. Rutherford County School’s application is awaiting approval for the Elementary and Secondary School Emergency Relief Fund (ESSER 3.0). This \$31,637,400.09 carryover amount will continue to be used to address learning loss, learning acceleration, address facility needs and deferred maintenance, purchasing education technology, addressing the unique needs of special populations, providing mental health supports, and purchasing high quality materials for math adoption. These funds must be obligated by the district by June 30, 2024.**

**Recommended Approval---motion to approve utilizing the \$4,036,556.49 in ESSER 2.0 funds and \$31,637,400.09 in ESSER 3.0 funds to prepare for, respond to, or prevent COVID-19 in the 2022-2023 school year as presented.**

### **3. Contract with EDPlan Behavioral Threat and Suicide Risk Assessment**

**EDPlan Behavioral Threat Assessment and Suicide Risk Assessment are proven methods of early intervention that can help prevent acts of violence in school environments. This package fully supports an easy and efficient workflow for both Threat-to-Others and Threat-to-Self processes, including the ability to centrally initiate incident management. The total cost for start-up, licensing, support, and maintenance will not exceed \$69,950.00 for the 2022-2023 school year and will be paid through Title IV-A funds.**

**Recommended Approval---motion to approve Title IV funds to pay for EDPlan Behavioral Threat Assessment and Suicide Risk Assessment for the 2022-2023 school year as presented.**

### **4. Title II/IDEA Contract**

**Institute for Multi-Sensory Education will provide a five-day workshop “Comprehensive Orton-Gillingham Training.” The IMSE Comprehensive Orton-Gillingham Plus Course and program is 30-hours of hands-on, interactive, and personalized class that provides a complete understanding of IMSE’s enhanced Orton-Gillingham method, the essential five components to literacy, and the tools necessary to apply it in the classroom. After participating in this accredited Structured Literacy course, teachers will understand the structure and foundation of the English language as well as the research behind the science of reading. Educators will have a basic knowledge of how to assess and teach students in all three tiers of RTI as well as students with characteristics of dyslexia.**

**Recommended Approval---motion to approve Title II funds and IDEA funds to pay for five-days of training for teachers. Participation in this training will enable teachers to better assess, evaluate and teach how to read, write and spell proficiently as presented.**

## **16. ATLAS PROGRAM MEMORANDA OF AGREEMENT (TAB 9)**

**STARS (Students Taking A Right Stand):** Will provide a master's level Specialist to work with elementary ATLAS students providing trauma informed care, mental health services, and social-emotional supports for homeless students throughout the district. STARS will also provide a master's Level Specialist to work with elementary ATLAS students and their parents to reduce chronic absenteeism and improve attendance of students experiencing homelessness.

**POSSIP:** Possip will add a new communication tool for our homeless students and their parents that will communicate to families in over 100 languages. The app will allow schools and parents to easily share information and feedback. The district will be able to analyze feedback from parents to adjust the ATLAS program as needed to meet the needs of our homeless students and families.

**Endure Athletics** will provide after school and summer programming, including transportation, at no cost to students living in motels and shelters.

**The Boys & Girls Clubs** will provide summer programming in Smyrna and Murfreesboro at no cost to students who qualify for the ATLAS program. Because we pay for the summer programming, they also do not charge ATLAS students for after school care during the school year.

**Recommended Approval---motion to** approve the Memoranda of Agreement between STARS, POSSIP, Endure Athletics and The Boys & Girls Clubs of Rutherford County, and the ATLAS Program as presented.

## **17. LEGAL (TAB 10)**

### **1. Out of County Transfer Student (4)**

### **2. Disciplinary Hearing Appeal**

**The Board has been requested to review a decision of the Disciplinary Hearing Authority (DHA) to uphold the remandment of a student from Riverdale High School. Based on a review of the DHA's record, the Board may:**

- A. Affirm the decision of the DHA;**
- B. Overturn the decision of the DHA; or**
- C. Grant a hearing before the Board.**

**Recommended Approval---** motion to approve the Board initiate a motion in line with one of the above options as presented.

## **18. FINANCIAL MATTERS (TAB 11)**

### **1. Motion to recommend a salary increase to RCS Budget & Finance Dept. Personnel**

**This motion recommends a salary increase of at least 5% be provided to the Budget & Finance personnel due to increased workload and salary inequities. Staff will also receive an additional amount between \$500 to \$1000 for qualifying degrees (Associates, Bachelors, Master's, etc.). This request is budget neutral and will not increase the Fund 141 General Purpose budget. It will only require transferring already budgeted FY22-23 funds between salary line items.**

**Recommended Approval---** motion to approve the salary increase of the Budget & Finance personnel of at least 5% and include the additional amounts of \$500 to \$1000 for staff who possess a qualifying degree as presented.

### **2. Fund 141 General Purpose School Budget Amendments**

**a.) This amendment reallocates \$11,600.00 in current budgeted certified & classified pay. The transfer of \$11,600.00 from account 72510-105-Supervisor/Director to 72510-122-Purchasing Personnel covers the additional amount of pay increase for our purchasing personnel. This amount was already approved in the supervisor salary line of the Fiscal Service budget for the FY22-23 school year. This is a budget neutral amendment and no new funds are being used.**

**Recommended Approval---** motion to amend current budgeted certified & classified pay by transferring \$11,600.00 from account 72510-105 to 72510-122 as presented.

**b.) This budget amendment funds \$22,786.00 in additional salary and benefits for the RCS Communications Director. Funding for this additional salary increase is derived from additional State BEP funds allocated above the amount that was used for the original revenue budget line for BEP for FY 22-23. This increase is based on RCS certified salary schedule with an administrative index equal to the Middle School Principals.**

**Recommended Approval---** motion to approve the GPS Fund budget amendment of \$22,786.00 of both revenue and expenditures as presented in detail.

**3. Motion to recommend an RCS School Board Member to serve on the Rutherford County Audit Committee**

**The Rutherford County Commission appoints members of the county's audit committee for two-year terms. According to the enabling county commission resolution, that created the county audit committee, one of the committee members will be a member of the RCS School Board. The School Board needs to vote to recommend one of their members to serve on the county audit committee.**

**Recommended Approval---** motion to recommend to the county commission a standing School Board member to serve on the county audit committee for the next two-year term as presented.

**4. Board Recognition of the Siegel Stars Baseball Club, Inc. at Siegel High School as an RCS School Support Organization (SSO)**

**Per RCS Board Policy 2.404, only a group or organization that has entered into a written cooperative agreement with the board may use the name, mascot, or logo of a school or the school district to solicit or raise money, materials, property, securities, services, or other things of value. The Siegel Stars Baseball Club, Inc has provided all information requested from the board recently updated written cooperative agreement and can be recognized as an RCS SSO. It is noted that this SSO has applied and received an IRS determination letter to be recognized as a 501(c)3 non-profit entity that is in compliant with the BOE written cooperative agreement. This allows the SSO to open and operate out of a checking account that is separate from Siegel High School student activity funds.**

**Recommended Approval---** motion to The Siegel Stars Baseball Club, Inc. at Siegel High School as an RCS School Support Organization (SSO) as presented.

**19. FACILITIES AND CONSTRUCTION (TAB 12)**

**1. Siegel High Storage Building request:**

**Principal Larry Creasy has requested to purchase a 24 x 40 storage building for General Education purposes. The cost for the storage shed is \$13,020.00 and will be funded through general school funds. Engineering has reviewed the request and approves.**

**Recommended Approval---** motion to approve the Siegel High storage Building request at no cost to the Board as presented.

## **2. Siegel High Baseball Turf Field Request:**

**Principal Larry Creasy is requesting to allow the Baseball team to install a turf infield. Cost for this field is \$292,722.00 and is to be funded by a partial loan from Wilson Bank and Trust and at no obligation to the Rutherford county school Board. Engineering has reviewed the proposal and approves pending funding and bank loan.**

**Recommended Approval--- motion to approve the request from Siegel High to install a turf infield at no cost to the Board as presented.**

## **3. Transportation Position:**

**Transportation currently has budgeted, through ESSER funds, a position we would like to reclassify from Supervisory to non-Supervisory. The Special Transportation Coordinator position is needed due the growth in the Special Education and Atlas Programs Transportation numbers. This position will be converted to general purpose for the next school, budget.**

**Recommended Approval--- motion to approve the request to use the existing ESSER funds for the Special Transportation Position as presented.**

## **4. Plainview Elementary School Walking Track:**

**Principal Mark Gonyea has requested to have a walking track installed. Coordinated School health will acquire grants to pay for the track. Engineering has reviewed the request, will coordinate with School Health for the installation and approves the request at no cost to the Board.**

**Recommended Approval--- motion to approve the request for a walking track at Plainview Elementary at no cost to the Board as presented.**

## **5. Contract for John L. Batey/Blackman Property:**

**The Board of Education has been searching for property in the Blackman area for a future school site for the last several years. The Blackman area is one of the high growth areas of the County. It has been difficult to find large parcels of land suitable as a school site due to the fast development of the area. The Batey family expressed a willingness to sell some of the family's remaining property on Baker Road for a school site, and the Board began negotiations with the Bateys for the property. The Bateys have now executed two contracts for the sale of their property. The property consists of a total of approximately 61.39 acres. The purchase price for 59.1 acres would be at \$80K per acre, and the purchase price for the homesite which consists of a house and 2.29 acres would be based upon an appraisal to be obtained. The results of the appraisal will have to be mutually agreeable to both the Bateys and the Board of Education.**

**The contracts include an inspection period of 180 days to allow testing of the property to ensure it is suitable for a school site, and are contingent upon funding approval by the Rutherford County Commission. Both of the contracts will have to come back to the Board of Education for final approval after testing results and the appraisal is received.**

**Recommended Approval---** motion to approve the Board of Education executing the two contracts for the possible purchase of the properties on Baker Road as presented, and to proceed with testing and the appraisal as presented.

**20. FINANCIAL REPORT**

**21. INSURANCE UPDATE**

**22. DIRECTORS UPDATE**

**23. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

**24. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

**25. GENERAL DISCUSSION**

**26. ADJOURNMENT**

**RUTHERFORD COUNTY BOARD OF EDUCATION**

2240 Southpark Drive  
Murfreesboro, TN 37128

Special Called Policy Committee Meeting  
August 10, 2022

**Board Members Present**

**Tiffany Johnson, Chairman**  
**Shelia Bratton, Vice Chairman**  
**Claire Maxwell**  
**Jim Estes**  
**Tim Holden**  
**Tammy Sharp**  
**Coy Young**

**Dr. James Sullivan, Director of Schools**

**Others Present**

**Monika Ridley**  
**Jeff Reed**  
**Ashley Dumat**  
**Caleb Tidwell**  
**Pierrecia Lyons**

**Committee Members Present**

**Dr. Kay Martin**  
**Rhonda Lackey**  
**Tim Pedigo**  
**Regina Harvey**  
**New Members Present**  
**Dr. Cary Holman**  
**Mark Gullion**  
**Shannon Creekmore**  
**Kaitlyn Benavides**  
**Beth Priest**

The Board Chairman, Tiffany Johnson, called the meeting to order at 5:01p.m. All stood and recited the pledge, which was led by Jeff Reed. Chairman Johnson asked for a moment of silence, and afterward moved for approval of the agenda. Motion was made by Shelia Bratton with a second by Tammy Sharp. It was approved and she then turned the discussion over to the Director of Schools. Dr. Sullivan explained that he had contacted the TSBA for guidance on developing our Policy Committee Policy 1.602 to include setting a term of service to the committee and procedures for selecting Committee members. Historically, RCS has never had a term for its members of the Policy Committee. The TSBA model recommends a 1–2-year term, Dr. Sullivan leaned toward a 2-year term. The

standing members who have served for longer than two years would vote in this current meeting and then roll-off the committee. The newly added members will observe this meeting and be in place for the next meeting later in the Fall, tentatively scheduled in October. Further discussion over how long the term should be if it should be staggered to promote overlap and continuity. Members will be appointed with experience and diversity in mind, and members will be required to complete a 2-year term, but not forced off after 2 years. Question was asked if the Committee was required to review RCS policies every year. Ms. Ridley explained that the TSBA suggests review every two years but once a year to be a “Board of Distinction.”

Motion made by Shelia Bratton and seconded by Tammy Sharp to approve Policy 1.602.

**VOTE:** All Yes.

Chairman Johnson resumed direction of the meeting, explaining that she felt it was necessary to begin with Policy 1.602 for new member orientation and clarification for all Policy Committee members. She then turned the meeting over to Monika Ridley.

Monika Ridley stated that the \* indicated policies she wanted the Committee to approve and present to the Board for first reading and Board approval. She began by introducing **Policy 1.108: Nepotism** for review. The language has been changed to allow the Director of Schools to tentatively approve exceptions to the policy, pending final approval by the Board of Education at the next regularly scheduled board meeting. Language was added on page 1 lines 7-9. Discussion was held and Dr. Sullivan explained to the new members that the TSBA stands for Tennessee State Board Association, and that the TSBA sends districts model policies for review, revision, and local implementation. He further explained that RCS had been working Policy 1.1058 in practice in relation to employing EAs and custodians, not certified employees, or employees in a supervisory capacity. It has been the Director talking

to the Board Chair for approval of employees in non-supervisory roles pending Board approval. Jeff Reed was asked for recommendations for policy language: exceptions to this policy must be approved by the Director and Board Chair pending final approval by the Board at the next meeting.

Motion was made by Coy Young and seconded by Clair Maxwell, to approve Policy 1.108.

**VOTE:** All Yes.

The policy committee reviewed **Policy 6.300: Code of Conduct**. The revised policy clarifies discipline for vaping and possession of vapes. The problem presented is that RCS alternative schools are at capacity with even the addition of portables due to remandments for vaping. Dr. Sullivan said that he began looking at what other districts like Wilson County are doing to address the issue. Districts like Wilson County have turned to other disciplinary actions short of remanding to the alternative school. We recognize that vaping not involving THC is not a zero-tolerance offense in RCS policy; it is a Level III offense in the Student Code of Conduct, page 4 lines 8-9 needs revision to reflect: Use, possession, sale, distribution, and/or being under the influence of tobacco, alcohol, or non-THC vape products. It was suggested that unless evidence of THC do not remand to an alternative school, saving capacity for students who are better served being true disruptions to traditional school settings. Board Chair Johnson asked if there was any guidance in statute. Ms. Ridley explained that there is no accurate field testing for law enforcement to determine the presence of THC, so there is no T.C.A guidance; relying solely on 1 of 3 factors in determination:

1. Student is visibly under the influence of THC,
2. Student admits to having THC in the vape, or
3. The cartridge in the vape is labeled with THC language.

Dr. Martin discussed alternative disciplinary action for the first offense when THC is not involved being referral to the EVERFI program. Dr. Sullivan also offered that the only zero tolerance threat in current policy is “bomb threat.” Ms. Ridley explained that that is accurate under our current policy, but we retain the discretion to remand for other threats of physical harm to an individual, oneself, or a mass threat of students/staff. Regina Harvey questioned if death threats was properly included in Level IV or if we were making changes? Ms. Ridley reminded the committee that mass death threats are subject to criminal charges. There was another question asked about the reposting of death threats on social media and consequences. It was argued that this issue should also be addressed in relation to RCS policy on technology and social media.

Motion made by Tammy Sharp and seconded by Claire Maxwell to approve Policy 6.300.

**VOTE:** All Yes.

School Counseling Supervisors Amy Baltimore and Christine Bryan had expressed a need to update Policy 6.400. The policy committee discussion moved to recommended policy change to amend **Policy 6.400: School Counseling Program**. It had not been updated since 2009 and revision to Policy 6.400 adds all new language outlining standards, services, and confidentiality practices for school counseling programs. Dr. Sullivan explained that these standards have been in place for a while just never updated in policy. Change in standards and offering required services in line with current needs with pressing issues and student numbers are addressed in Budget and Finance and determined district wide, not at the school level. Claire Maxwell shared her personal experience about referrals made at the school level being in danger of causing more harm than good, when taken out of context or

made by officials not trained to make mental health and safety assessments. Especially, if the referral leads to immediate removal and admission to residential treatment.

Motion made by Dr. Sullivan and seconded by Regina Harvey to approve Policy 6.400.

**VOTE:** All Yes.

Annual Policy Review:

***\*Policies that have not been reviewed/changed in the past calendar year***

## **Section 2 – Fiscal Management**

- Policy 2.100 – Fiscal Management Goals
- Policy 2.201 – Line-Item Transfer Authority
- Policy 2.300 – State and Federal Aid Eligibility Determination
- Policy 2.400 – Revenues
- Policy 2.401 – Gifts and Bequests
- Policy 2.402 – Investment Earnings
- Policy 2.403 – Surplus Property Sales
- Policy 2.50 – Deposit of Funds
- Policy 2.600 – Bonded Employees; Dr. Sullivan mentioned not sure if still relevant. Jeff Reed stated that policy can be reviewed and brought forth if needed.
- Policy 2.700 – Accounting System
- Policy 2.701 – Financial Reports and Records
- Policy 2.702 – Inventories
- Policy 2.703 – Audits
- Policy 2.800 – Expenditure of Funds
- Policy 2.8001 – Travel Reimbursement
- Policy 2.803 – Salary Deductions
- Policy 2.804 – Expenses and Reimbursements
- Policy 2.8051 – Credit Cards/Credit Lines; Dr. Sullivan stated this still presents an issue with travel for Board members and himself. Old system of use of the

Superintendent's Assistant personal credit card and then reimbursing was not feasible and not agreeable anymore. The policy should be reviewed and updated because have been missed opportunities with this limited access to travel funds. Principal Holman explained that teachers and administrators must use their own personal credit cards and get reimbursed at the school level. It was agreed that this is something that can be resolved in RCS Administrative Procedures, to have a Board credit card. Ms. Ridley said she would work with Brian Runion and Joanne Robichaud in Budget and Finance/Purchasing.

- Policy 2.807 – Requisitions
- Policy 2.808 – Purchase Orders and Contracts
- Policy 2.809 – Vendor Relations
- Policy 2.810 – Payment Procedures
- Policy 2.900 – Student Activity Funds Management
- Policy 2.9001 – Extended Closure Student Refunds

There being no further business, the meeting adjourned at approximately 5:49 p.m.

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**Tiffany Johnson, Chairman**

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**Date**

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**Dr. James Sullivan, Director of Schools**

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**Date**

**RUTHERFORD COUNTY SCHOOL SYSTEM  
2240 Southpark Drive  
Murfreesboro, TN 37128**

**Minutes of August 18, 2022**

**Board Members Present**

**Tiffany Johnson, Board Chair**

**Shelia Bratton, Vice-Chair**

**Coy Young**

**Jim Estes**

**Clair Maxwell**

**Tammy Sharp**

**Tim Holden**

**Dr. James Sullivan, Director of Schools**

**1. CALL TO ORDER**

**The Board Chair called the meeting to order at 5:00 P.M.**

**2. PLEDGE OF ALLEGIANCE**

**The Pledge of Allegiance was led by James Evans**

**3. MOMENT OF SILENCE**

**A Moment of Silence was observed.**

**4. APPROVAL OF AGENDA**

Motion made by Mr. Estes, seconded by Mrs. Maxwell, to approve the agenda as presented.

Vote: All Yes

**Motion passes.**

**5. APPROVAL OF CONSENT AGENDA**

**A. Minutes: July 27, 2022 Board Meeting  
July 18, 2022 Policy Committee Meeting**

**B. Community Use of Facilities**

**C. Out of County Transfer Student (1)**

**D. Transportation: Request for voluntary termination of contract Bus #27  
Request for voluntary termination of contract Bus #190**

**E. Nepotism: Erin Sowards – Personal Finance – Stewarts Creek High School  
Karina Hicks – SPED EA – Plainview Elementary**

**F. Routine Bids: RFP #22-04 – Speech and Language Therapy Services  
Bid #3616 – Band Instruments and Equipment  
Bid #3617 – Art Supplies and Equipment  
Bid #3618 – Dance Supplies and Equipment**

**Request to Purchase:**

**Oakland High School would like to purchase a 61” Cheetah Scag 37 HP Vanguard Heavy Duty Mower at a cost of \$12,284.22 from Hooper Outdoor Power. Negotiated Bids are on file and Hooper Outdoor Power was the overall lowest bid.**

**To be funded through Oakland High School.**

**Request to Purchase:**

**Blackman High School would like to purchase a Toro Mower (75306) 60” Cutting Deck with Kohler engine in the amount of \$5,649.00 from Dickens Turf & Landscape. Negotiated Bids are on file and Dickens Turf and Landscape was the overall lowest bid.**

**To be funded through Blackman High School.**

**Request to Purchase:**

**Rutherford County Board of Education request to use Hamilton County Bid Contract #23-01 for instructional materials and supplies through National School Products.**

**G. School Salary Supplements and Contract Payments:**

<b>Name</b>	<b>Amount</b>	<b>School</b>	<b>Funded By</b>	<b>Description</b>
Robert Bell	NTE \$2,052.76	Blackman High	School Funds – Boys Basketball	Basketball Camp Coach
Diane Brewer	NTE \$800.00	Blackman High	School Funds – Dance Team	Dance Team Coach
Richie Conner *6	NTE \$15,000.00	Blackman High	School Funds – Various Accounts	Bus Driver

Shelby Gibson *5	NTE \$150.00	Blackman High	School Funds – Boys Basketball	Basketball Camp Coach
Gregory Jones *6	NTE \$7,000.00	Blackman High	School Funds – Various Accounts	Bus Driver
Gregory Jones	NTE \$150.00	Blackman High	School Funds – Boys Basketball	Basketball Camp Coach
Juliet Oncale	NTE \$2,000.00	Blackman High	School Funds – Admin	FSA Friday School Admin
Isaiah Phillips	NTE \$2,052.76	Blackman High	School Funds – Boys Basketball	Basketball Camp Coach
Antonio Sheffield	NTE \$7,000.00	Blackman High	School Funds – Various Accounts	Bus Driver
Barry Wortman	NTE \$6,245.00	Blackman High	School Funds – Boys Basketball	Basketball Camp Coach/Camp Director
Richard Bolden *6	NTE \$2,000.00	Eagleville	School Funds – Various Accounts	Bus Driver
Chad Leeman *6	NTE \$2,000.00	Eagleville	School Funds – Various Accounts	Bus Driver
Chris Lynch *6	NTE \$2,000.00	Eagleville	School Funds – Various Accounts	Bus Driver
Michael McClaran *6	NTE \$2,000.00	Eagleville	School Funds – Various Accounts	Bus Driver
Emily Marshall *6	NTE \$2,000.00	Eagleville	School Funds – Various Accounts	Bus Driver
Joseph Reed *6	NTE \$2,000.00	Eagleville	School Funds – Various Accounts	Bus Driver
Vladimir Borombozin	NTE \$1,250.00	Oakland High	OHS Football Boosters	Assistant Football Coach
Marcus Bryson	NTE \$2,000.00	Oakland High	OHS Football Boosters	Assistant Football Coach
Josh Conner	NTE \$1,000.00	Oakland High	OHS Football Boosters	Assistant Football Coach
Keven Creasey	NTE \$9,000.00	Oakland High	OHS Football Boosters	Head Coach
Tyler Eady	NTE \$3,500.00	Oakland High	OHS Football Boosters	Assistant Football Coach
James Hawks	NTE \$1,600.00	Oakland High	School Funds – Baseball	Tournament Coordinator
Diane Howard	NTE \$2,000.00	Oakland High	School Funds – Volleyball	Assistant Volleyball Coach
Jeff Kent	NTE \$5,000.00	Oakland High	OHS Football Boosters	Assistant Football Coach

Misty Kent	NTE \$1,500.00	Oakland High	OHS Football Boosters	Academic Advisor
Riley Malone	NTE \$2,500.00	Oakland High	OHS Football Boosters	Assistant Football Coach
Brandon Nolan	NTE \$1,000.00	Oakland High	School Funds - Baseball	Tournament Coordinator
Matt Parker	NTE \$500.00	Oakland High	OHS Football Boosters	Assistant Football Coach
Justin Roberts	NTE \$2,500.00	Oakland High	OHS Football Boosters	Assistant Football Coach
David Watson	NTE \$4,500.00	Oakland High	OHS Football Boosters	Assistant Football Coach
David Watson	NTE 2,500.00	Oakland High	OHS Football Boosters	Field Maintenance
Kevin Wright *6	NTE \$8,255.00	Oakland High	School Funds – Various Accounts	Bus Driver
Caleb Littleton	NTE \$7,000.00	Riverdale High	School Funds – Band + Band Boosters	Band Camp, Marching Rehearsals, + Music Arrangements
Lee Shephard	NTE \$600.00	Riverdale High	School Funds – Band + Band Boosters	Band Camp + Marching Arrangement
Austin Sisco	NTE \$2,000.00	Riverdale High	School Funds – Football	Assistant Football Coach
David Sunseri	NTE \$2,000.00	Riverdale High	School Funds – Track	Assistant Track Coach
Greg Baughn *6	NTE \$2,000.00	Rockvale High	School Funds – Various Accounts	Bus Driver
Ryan Ferris *6	NTE \$2,000.00	Rockvale High	School Funds – Various Accounts	Bus Driver
Kevin Jones *6	NTE \$2,000.00	Rockvale High	School Funds – Various Accounts	Bus Driver
James Nelson *6	NTE \$2,000.00	Rockvale High	School Funds – Various Accounts	Bus Driver
Doug Argo	NTE \$4,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Jacob Cook	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Dakota Crane	NTE \$2,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Brad Deas	NTE \$2,500.00	Rockvale High	School Funds - Football	Assistant Football Coach
Matthew Delk	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach

Rick Eberlei	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Ryan Feris	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Caleb Ingram	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Jim Nelson	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Sam Turner	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Nick Wise	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Meggan Woddard	NTE \$850.00	Rocky Fork Middle	School Funds - Track	Assistant Track Coach
Tommy Entrekin *6	NTE \$5,000.00	Siegel High	School Funds – Various Accounts	Bus Driver
Dallas Hill	NTE \$3,000.00	Siegel High	School Funds – Admin + Football	Bus Duty + Football Scorer
Julie Melton	NTE \$900.00	Siegel Middle	School Funds – Volleyball	Assistant Volleyball Coach – Varsity + JV
Jessica Spurlock	NTE \$600.00	Siegel Middle	School Funds - Volleyball	Assistant JV Volleyball Coach
Megan Callahan	NTE \$2,000.00	Stewarts Creek High	School Funds - Softball	Assistant Softball Coach
Riley Powers	NTE \$500.00	Stewarts Creek High	School Funds – Cheerleading	Choreography for Cheer
Jay McLemore	NTE \$800.00	Eagleville	School Funds - Wrestling	Head Wrestling Coach
Veronica Brown	NTE \$2,500.00	Riverdale High	School Funds – Dance	Choreography + Assistant Dance Coach
Jazmyn Shanklin	NTE \$2,500.00	Riverdale High	School Funds – Dance	Choreography + Assistant Dance Coach
Will Holliday	NTE \$2,500.00	Rockvale High	School Funds - Football	Assistant Football Coach
Lance Pawlowski	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Kevin Phillips	NTE \$1,000.00	Rockvale High	School Funds - Football	Assistant Football Coach
Holly Smith	Up to \$50/hour per service	Rockvale High	School Funds - Band	Horn Sectionals + Lessons
Arabella Bouchard	NTE \$1,500.00	Siegel High	School Funds – Volleyball	Assistant JV + Varsity Volleyball Coach
Isaac Collins	NTE \$5,000.00	Siegel High	School Funds - Band	Teaching Music/Marching Fundamentals
Chelsea Liu	NTE \$5,000.00	Siegel High	School Funds - Band	Teaching Marching

Anna Renshaw	NTE \$3,000.00	Siegel High	School Funds - Volleyball	Assistant Volleyball Coach
Kenneth Mangrum	NTE \$1,000.00	Stewarts Creek High	School Funds - Football	Assistant Football Coach
Trevor South	NTE \$1,500.00	Stewarts Creek High	School Funds - Wrestling	Boys and Girls Wrestling Coach
Jeffery Shipley	NTE \$1,200.00	Stewarts Creek Middle	School Funds – Various Athletic Accounts	Announcing at games
Kristine Smith	\$25/30 min lesson	Stewarts Creek Middle	SCM Music Boosters	Private Voice Coach
Callie Smith	Hourly	Blackman High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Silas Bain	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Linda Bischoff	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Aaron Ervin	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Matthew Harris	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Robert Heath	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Lorraine Lozano	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Sarah Lozano	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Wanda McCloud	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Gavin McGoldrick	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Gilberto Sanchez-Ruiz	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year

Tim Stach	Hourly	Rockvale High	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year
Alicia Nickens	Hourly	Smyrna Primary	School Funds or Outside Groups	Additional custodial work for the 2022/2023 school year

\*\*Unless listed as an hourly rate

1. Approved previously for an amount \$500
2. Overtime rate for special events
3. Anticipate amounts over \$500 this school year
4. Amend prior approval
5. Less than \$500 but part of event total
6. Must have the approval of the Transportation Dept.

## **H. Non-Faculty Volunteer Coaches:**

**According to Tennessee Secondary School Athletic Association (TSSAA) guidelines, Board of Education approval is required to allow non-faculty volunteer coaches to participate in the school athletic programs.**

**The following non-faculty volunteer coaches are for the 2022-23 school year:**

<b><u>Name</u></b>	<b><u>School</u></b>	<b><u>Sport</u></b>
Isaac Collins	Siegel High School	Band
Emmett Fernekes	Rockvale High School	Band
Melody Kinney	Oakland High School	Band
Chelsea Liu	Siegel High School	Band
Sootnalee Italee Philom	Riverdale High School	Band
Anna Kristine Smith	Stewarts Creek Middle School	Choir
Holly Smith	Rockvale High School	Band
Evan Clifton	Siegel High School	Band
Nikolaj Hmeljak	Siegel High School	Band
Macari Harrison	Central Magnet	HS Girls BB
John Heller	Central Magnet	Swimming
Gaylon Sissom	Central Magnet	MS/HS Girls BB
Kyndal Wagner	Central Magnet	Swimming
Igor Zhislin	McFadden	Chess
Blake Higgs	Oakland Middle	Softball
Ben Lawwell	Siegel High	Bowling
Jessica Knepper	Siegel Middle	Softball
Jason Tigg	Whitworth/Buchanan	Boys BB
Dennis Jordan	Eagleview High	Football
Hannah Webster	Smyrna High	Dance
Letwan Gipson	Stewarts Creek High	Boys Soccer
Robert Ricks	Eagleview	Archery
Marty McCleary	Eagleview	HS Baseball
Garrett Davis	Riverdale High	Girls Soccer

<b>Chris Ellis</b>	<b>Eagleville</b>	<b>HS Boys Basketball</b>
<b>Jay McLemore</b>	<b>Eagleville</b>	<b>Wrestling</b>
<b>Robert Leathers</b>	<b>Eagleville</b>	<b>HS Girls Basketball</b>
<b>Erik Hunter</b>	<b>Eagleville</b>	<b>MS Football</b>
<b>Arnold Gaskins</b>	<b>Oakland Middle</b>	<b>Archery</b>
<b>Jordan Burchfield</b>	<b>Blackman High</b>	<b>Boys Basketball</b>
<b>Brittni Young</b>	<b>Rockvale High</b>	<b>Swimming</b>
<b>Emma Bess</b>	<b>Riverdale High</b>	<b>Cross Country</b>
<b>Russell Clark</b>	<b>Oakland High</b>	<b>Football</b>
<b>Ashlyn Cook</b>	<b>Oakland High</b>	<b>Cross Country</b>
<b>Brooke Martin</b>	<b>Oakland High</b>	<b>Cheer</b>
<b>Charles Montgomery</b>	<b>Rockvale High</b>	<b>Swimming</b>
<b>Olivia Gregg</b>	<b>Blackman Middle</b>	<b>Archery</b>
<b>Preston Barge</b>	<b>Riverdale High</b>	<b>Football</b>
<b>Abraham Turpin</b>	<b>Blackman High</b>	<b>Football</b>

Motion made by Mr. Young, seconded by Mr. Holden, to approve the consent agenda items as presented.

Vote: All Yes

**Motion passes.**

## **6. SPOTLIGHT**

**Jason Brown, Athletic Director of Eagleville, recognized both Eagleville Softball and Baseball teams as State Champions.**

## **7. VISITORS**

**Geneva Clifton and Jennifer Young addressed the Board as visitors at the meeting.**

## **8. DIRECTOR OF SCHOOLS PERFORMANCE EVALUATION INSTRUMENT 2022-2023**

Motion made by Mr. Young, seconded by Mrs. Bratton, to approve the Director of Schools Performance Evaluation Instrument for the 2022-2023 year as presented.

Vote: All Yes

**Motion passes.**

## **9. PERSONNEL PAID HOLIDAY**

Motion made by Mrs. Bratton, seconded by Mrs. Maxwell, to approve Wednesday, November 23, 2022 as a paid holiday in observance of Thanksgiving as presented.

Vote: All Yes

**Motion passes.**

## **10. PLACEMENT OF POSITION ON APPROVED SALARY INDEX**

**As part of the salary study investigation, we have identified a few salaried classified positions that need to be placed on a Board approved salary schedule. Our communications director position is one of those positions.**

Motion made by Mr. Young, seconded by Mr. Holden, to approve communications director position to be compensated on the certified salary schedule with an administrative index equal to the Middle School principal as presented.

Vote: All Yes

**Motion passes.**

## **11. GRANT FOR VOLUNTARY PRE-K PROGRAM**

**The VPK Grant is used to partially fund our 21 Voluntary PreK programs that are housed at 9 of our elementary schools. 12 classrooms are in the John Coleman Annex in Smyrna and 2 classrooms are located at the Roy Waldron Annex in LaVergne. Those classrooms serve our highest area of need in our district. All 21 classrooms are at capacity (20 students per class for a total of 420 students) with more than 90% of the students and families served qualifying based on household incomes at or below the poverty line. The program is designed to reach Rutherford County's at-risk early learners. The monies afforded to us by this grant ensure that all students have supplies and high-quality materials available to them at all times in our VPK classrooms.**

Motion made by Ms. Sharp, seconded by Mrs. Bratton, to approve the acceptance of the Voluntary Pre-K Grant totaling \$1,868,639.61 as presented.

Vote: All Yes

**Motion passes.**

## 12. LEGAL

### **Policy Adoption – First and Final Reading**

**The below policy changes are recommended on the first and final reading as they are necessary to take effect immediately for implementation during the 2022-2023 school year.**

### **Policy Changes:**

#### **Policy 1.108: Nepotism**

Changes language to allow the Director of Schools and Board Chair to tentatively approve exceptions to the policy, pending final approval by the Board of Education at the next regularly scheduled board meeting.

#### **Policy 1.602: Administrative Committees**

Adds length of term of two years for policy committee members.

#### **Policy 6.300: Code of Conduct**

Clarifies discipline for vaping and possession of vapes.

#### **Policy 6.400: Student Guidance Program**

Adds language to clarify standards and services for school counseling program.

### **Recommended Approval of Two Motions:**

1. Motion made by Mrs. Bratton, seconded by Mr. Young to suspend Board Policy 1.600 to specifically waive the two readings requirement for the above policy as presented

Vote: All Yes

**Motion passes.**

2. Motion made by Mrs. Bratton, seconded by Mr. Holden, to adopt the first and final readings of the above policies as presented.

Vote: All Yes

**Motion passes.**

### **13. FINANCIAL MATTERS**

#### **1. Salary Study**

**Rutherford County Board of Education requests to use Kansas City Public Schools Contract RFQ C22-03 for Compensation Study through Evergreen Solutions, LLC at a cost of \$64,500.00**

Motion made by Mrs. Bratton, seconded by Ms. Sharp, to approve Evergreen Solutions to conduct a salary study of all classified and certified positions as described in the attached contract as presented.

Vote: All Yes

**Motion passes.**

#### **2. Fund 177 Capital Projects Budget, Re-budgeting Prior Year Encumbrances**

**Each July 1, outstanding purchase orders in this fund are liquidated. The funds go to fund balance which in this fund, is account 34685 – Committed for Capital projects. These purchase orders are for projects that had not been furnished by June 30. This amendment takes those funds out of 34685 – Committed for Capital Projects and re-budgets the expenditures for the carry over projects that were approved last year but have not been completed. This year we have \$3,831,851.40 in funds to re-budget.**

Motion made by Mr. Holden, seconded by Mr. Young, to amend the 22/23 Capital Projects Budget, Fund 177 by reducing account 34685 – Committed for Capital Projects by \$3,831,851.40 and by increasing Maintenance and Repair Services – Buildings, account 91300-335 & Other Contracted Services, account 91300-399 for a combined total of the same \$3,831,851.40 as presented.

Vote: All Yes

**Motion passes.**

#### **3. Fund 177 Capital Projects Budget Amendment**

**Amendment for time sensitive projects using Fund Balance and amending new internal projects into already approved ones.**

**This amendment budgets \$296,560 from Committed for Capital Projects Fund Balance to two unexpected repair and replacement items. \$46,560 is for a repair to the Rockvale High Sewer Line and \$250,000 is to replace the visitor side bleachers at Blackman High. In addition, \$102,000 will be amended internally from the Smyrna Middle School Fence to cover the replacement of the Pre-K playground at LaVergne Lake Elementary and \$95,000 will be amended internally from Oakland Pool HVAC to Oakland Pool deck and walls.**

Motion made by Mrs. Bratton, seconded by Mr. Young, to amend \$296,560 from Committed for Capital Projects Fund Balance. \$46,560 is for the Rockvale Sewer Line repair and \$250,000 is to replace the visitor side bleachers at Backman High. In addition, to reallocate \$102,000 internally from the Smyrna Middle School Fence to replace the Pre-K playground at LaVergne Lake Elementary and to reallocate \$95,000 internally from the Oakland High Pool HVAC to Oakland High Pool deck and walls as presented.

Vote: All Yes

**Motion passes.**

#### **4. Special Projects Accountant Supervisor Position**

**The Finance Department is requesting and updated job description for the Accountant Supervisor Position to include revised language and an updated job description.**

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the updated Accountant Supervisor Job Description with the revised language as presented.

Vote: All Yes

**Motion passes.**

### **14. FACILITIES AND CONSTRUCTION**

#### **A. Amendments for Fund 177**

**Engineering and Construction is requesting to make the following changes to the Fund 177 funds allocations.**

- 1. Water Services Sewer repair fee for Rockvale High School \$46,560.00**
- 2. Add...LaVergne Lake Pre-K playground replacement \$102,000.00**
- 3. Add...Blackman High Visitors Bleacher replacement \$250,000.00**
- 4. Add...Oakland High Pool Deck and walls \$95,000.00**

Motion made by Mr. Holden, seconded by Mr. Young, to approve funding request for the Fund 177 as presented, and no additional funds requested from the Board.

Vote: All Yes

**Motion passes.**

## **B. Oakland High Storage Buildings**

**Principal John Marshall has requested two storage buildings to help with material storage to utilize other space in the building. Engineering and Construction has reviewed the request and approves. Cost for the two storage buildings is \$13,724.00 and the funding will come from General Purpose Fund Maintenance line item.**

Motion made by Mr. Young, seconded by Mr. Holden, to approve the request from OHS for two storage buildings as presented.

Vote: All Yes

**Motion passes.**

## **C. Siegel High and Siegel Middle MTEMC Easement Request**

**Due to the TDOT road project that is widening Thompson lane, MTEMC is required to relocate the overhead service lines. This relocation will require a new easement from RCS. The attached drawings show the extended easement boundaries required. There is some overlap with the baseball field fence and a small possibility that at some time they may need to take the fence down for repair work and put it back up. MTEMC is a great partner and should that happen, we will work together. There is no major conflict at the Middle School.**

Motion made by Mrs. Maxwell, seconded by Mrs. Bratton, to approve the MTEMC easement request for Siegel High and Siegel Middle as presented.

Vote: All Yes

**Motion passes.**

## **D. Smyrna Elementary Outside Classroom Request**

**Principal Vanessa Ritter has requested to build an outdoor classroom utilizing the following cost breakdown. Dow Smith Construction and their contractors will be donating Phase I. Engineering and Construction has met with the contractor and the school staff to review the request. Based on the documents provided and Mr. Smith's commitment, we approve the project.**

**Phase I will be a usable structure for the school and the remaining phases can be added as funds are raised. This project is at no cost to the Board.**

**Phase I: \$100,000**

- **Site preparation**
- **Building of the concrete stage and rails**
- **Electrical circuits for outdoor plugs at stage**

**Phase 2: \$40,000**

- **Building of the roof structure and rear wall on the stage**

**Phase 3: \$8,000**

- **Building and install of the 16 benches for the outdoor classroom (\$500 each)**

**Phase 4: \$20,000**

- **Building and install of the 8 visual barriers/benches (\$2500 each)**

**Phase 5: \$15,000**

- **Install of the posts and sunshades at the two sides of the stage**

Motion made by Ms. Sharp, seconded by Mrs. Bratton, to approve the Outdoor Classroom Project for Smyrna Elementary as presented at no cost to the Board.

Vote: All Yes

**Motion passes.**

**E. CMTA Design Fee Proposal for Rockvale Elementary and Stewartsboro Elementary**

**As part of the Fund 177 approved projects for the 2022-23, the HVAC projects for Rockvale Elementary and Stewartsboro Elementary, Engineering and Construction is requesting to utilize CMTA. Design fees are attached. All funds for CMTA would come from the Fund 177 approved funds for each project. CMTA is the firm that provided the energy audit and is an approved vendor.**

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the design fee proposal for CMTA for Rockvale Elementary and Stewartsboro Elementary as presented.

Vote: All Yes

**Motion passes.**

**F. Maintenance Overtime Pay**

**At this time all personnel who work over the allotted 40 hours per week are credited with Comp Time. Maintenance personnel who are called in after hours are also compensated the same way. They cannot do their work remotely and must come into the District Office. Engineering would like to propose to pay them overtime when they are off campus and called back in. This would help offset the cost of the fuel for them to come in and back home. If they are still here, they would receive comp time.**

Motion made by Mr. Holden, seconded by Mr. Young, to approve the payment of over time for Maintenance Personnel to help compensate for fuel as presented.

Vote: All Yes

**Motion passes.**

#### **G. Maintenance Warehouse/Material Center Position**

**Engineering and Maintenance would like to reclassify a position from “Maintenance” to “Maintenance Warehouse/Material Center Position.” Due to growth in schools and the large number of packages being left on our back dock, we need to have someone at the dock most days. This is not a request for an additional position and no additional cost is requested.**

Motion made by Mrs. Bratton, seconded by Ms. Sharp, to approve the reclassification of a Maintenance/Warehouse position to Warehouse/Material Center as presented.

Vote: All Yes

**Motion passes.**

#### **H. Radio Tower Request for High Schools and Possibly Others**

**Trey Lee discussed information on requests to install radio towers from several different companies that are inquiring.**

#### **I. Design Updates for Riverdale, Smyrna and Oakland**

**Mr. Lee gave updates on the design process for the above schools.**

#### **J. Transportation Update**

- **Bus Status**
- **Director Position Update-Introduction**
- **SpEd Bus Pick-up for bus aides vs. first stop.**

**Dr. Sullivan introduced Wanda Barnett as the new Director of the Transportation Department**

**K. Rutherford County Board of Education Extended Sessions Bus Contract for 2022-2023**

**Transportation has submitted the Extended Service Contract for the fall session 2022-23 school year. The contract is the same contract as last year with changes to page two, section 1.3, adding uninsured motorist insurance language and page 7, section 5.2, for the compensation dollar figure of \$225.00 per day as well as section 5.2, operation and closure change.**

Motion made by Mr. Young, seconded by Mrs. Maxwell, to approve the Extended Session Contract for the fall of 2022-23 school year as presented.

Vote: All Yes

**Motion passes.**

**15. FINANCIAL REPORT**

Dr. Sullivan stated he will be giving an update and going over financial expenditures and revenue for the month.

There will be a Health and Education meeting held on Tuesday August 23, 2022.

**16. INSURANCE UPDATE**

**Dr. Anthony stated Open Enrollment will begin on September 6, 2022 and continue until October 31, 2022.**

**17. DIRECTORS UPDATE**

**Dr. Sullivan discussed growth numbers, 3<sup>rd</sup> grade retention information and updates, 7<sup>th</sup> grade TDAP immunization information and updates that must be complete by August 22, 2022 and also the Age Appropriate Bill, Chapter 744 information.**

**18. TENNESSEE LEGISLATIVE NETWORK (TLN) UPDATE**

**Mrs. Maxwell read information on the Article of Commercial Appeals.**

**19. FEDERAL RELATIONS NETWORK (FRN) UPDATE**

**Mrs. Maxwell read a statement from the Secretary of Education.**

## **20. GENERAL DISCUSSION**

**Mrs. Johnson and Mr. Holden expressed their thanks to members of the board and also central office staff for support during their tenure with the school board.**

**Dr. Sullivan recognized Mr. Estes, Mrs. Johnson and Mr. Holden for their service with the Rutherford County School Board and presented them with a plaque of appreciation for their years of service.**

## **21. ADJOURNMENT**

**There being no further business, the meeting adjourned at approximately 5:48 P.M.**

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**Tiffany Johnson, Board Chairwoman**

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**Date**

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**Dr. James Sullivan, Director of Schools**

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**Date**

**RUTHERFORD COUNTY BOARD OF EDUCATION  
2240 Southpark Drive  
Murfreesboro, TN 37128**

**SPECIAL CALLED MEETING MINUTES  
September 13, 2022**

**Board Members Present**

**Tammy Sharp Board Chairman**

**Caleb Tidwell Vice-Chair**

**Coy Young**

**Shelia Bratton**

**Claire Maxwell**

**Katie Darby**

**Frances Rosales**

**Dr. James Sullivan, Director of Schools**

**1. CALL TO ORDER**

**Dr. Sullivan called the meeting to order at 5:00 P.M.**

**2. PLEDGE OF ALLEGIANCE**

**The Pledge of Allegiance was led by Claire Maxwell.**

**3. MOMENT OF SILENCE**

**A Moment of Silence was observed.**

**4. ELECTION OF 2022-2023 BOARD OFFICERS**

**Dr. Sullivan opened the meeting with the first order of business being the appointing of the new Chairperson.**

**A. Chairman**

Motion made by Coy Young, to nominate Shelia Bratton as Chairperson of the Board for 2022-2023. Shelia Bratton seconded Mr. Young's motion.

Roll Call Vote: Yes – Mr. Young, Mrs. Bratton  
No - Mrs. Maxwell, Mrs. Darby, Mr. Tidwell, Mrs. Rosales,  
Ms. Sharp

**Motion failed.**

Motion made by Claire Maxwell, seconded by Caleb Tidwell to nominate Tammy Sharp as Chairperson of the Board for 2022-2023.

Roll Call Vote: Yes – Mrs. Maxwell, Mrs. Darby, Mr. Tidwell, Mrs. Rosales,  
Ms. Sharp  
No – Mr. Young, Mrs. Bratton

**Motion passes.**

**B. Vice-Chairman**

Motion made by Tammy Sharp to nominate Caleb Tidwell as Vice Chairman of the Board for 2022-2023, seconded by Katie Darby.

Roll Call Vote: Yes – Mrs. Darby, Mr. Tidwell, Mrs. Rosales, Ms. Sharp  
No - Mr. Young, Mrs. Bratton, Mrs. Maxwell

**Motion passes.**

**There being no further business, the meeting adjourned at approximately 5:06 P.M.**

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**Tammy Sharp, Board Chairman**

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**Date**

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**Dr. James Sullivan, Director of Schools**

---

**Date**

## Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 8/26/22 from Marlene Merriman, contractor of bus #40, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Marlene Merriman, Bus #40, effective as soon as possible.

## Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 8/22/22 from Alvin Brandon SR, contractor of bus #44, requesting voluntary termination of his contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Alvin Brandon SR, Bus #44, effective as soon as possible.

## Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 8/29/22 from William Rick Adams, contractor of bus #177, requesting voluntary termination of his contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from William Rick Adams, Bus #177, effective as soon as possible.

## Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 8/22/22 from Sue Estes, contractor of bus #187, requesting voluntary termination of her contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Sue Estes, Bus #187, effective as soon as possible.

## Transportation

Pursuant to Section 8.1 of the Rutherford County Board of Education Bus Contract, the Transportation Department. has received a letter dated 8/19/22 from Greg Estes, contractor of bus #230, requesting voluntary termination of his contract with the Board. The Transportation Department is prepared to award this contract to the next potential contractor on the appropriate contractor list.

Recommend Approval – motion to approve voluntary termination of the Bus Contract from Greg Estes, Bus #230, effective as soon as possible.

**Title I**

**RUTHERFORD COUNTY**

**Title I**

**EXTENDED CONTRACT APPLICATION**

*\*Upon approval, this application becomes your contract\**

\*Name: Jill Greenfield Ethridge  
First Middle Last

\*School Assigned: Halloway High

\*School Phone: (615) 890-6004 ext 26122

\*School E-mail: ethridgeja@rpschools.net

\*Years of experience: 5 \*Level of Effectiveness: 4

\*Reason for selecting applicant: (to be completed by the principal) Shows significant growth with  
Student achievement

\*Certification Areas: (By name) Mathematics 6-12

\*Number of contract hours per semester: 11-Fall; 12 Spring (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

Circle type of contract requested:

1. Remediation:
- Description of services & proposed timeline for completion must be attached
  - Monthly logs on required sheets must be submitted to the Federal Programs Office unless otherwise noted on approval

2. Other: (briefly describe)

\*APPLICANT'S SIGNATURE: \_\_\_\_\_

Date: 8/2/2022

\*PRINCIPAL'S SIGNATURE: \_\_\_\_\_

Date: 8/24/22

\*BOARD CHAIR'S SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

\*DIRECTOR'S SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)  
The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.

**Title I**

**RUTHERFORD COUNTY**

**Title I**

**EXTENDED CONTRACT APPLICATION**

*\*Upon approval, this application becomes your contract\**

\*Name: Sheneka Alacha Hernandez  
First Middle Last

\*School Assigned: Holloway High School

\*School Phone: 615-890-6004

\*School E-mail: hernandezs@rcschools.net

\*Years of experience: 3 \*Level of Effectiveness: 4

\*Reason for selecting applicant: (to be completed by the principal) Shows significant with student achievement

\*Certification Areas: (By name) 504 ELA

\*Number of contract hours per semester: 11 Fall; 12 Spring (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

Circle type of contract requested:

1. Remediation:

- Description of services & proposed timeline for completion must be attached
- Monthly logs on required sheets must be submitted to the Federal Programs Office unless otherwise noted on approval

2. Other: (briefly describe)

\*APPLICANT'S SIGNATURE: Sheneka Hernandez Date: 8-3-22  
\*PRINCIPAL'S SIGNATURE: Sumatra Drey Date: 8/24/22  
\*BOARD CHAIR'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_  
\*DIRECTOR'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)  
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**Title I**

**RUTHERFORD COUNTY**

**Title I**

**EXTENDED CONTRACT APPLICATION**

*\*Upon approval, this application becomes your contract\**

\*Name: Amee Elizabeth Mirskov  
First Middle Last

\*School Assigned: Lakergne Lake Elem.

\*School Phone: 615-904-6730

\*School E-mail: mirskova@rcschools.net

\*Years of experience: 16 \*Level of Effectiveness: awaiting scores

\*Reason for selecting applicant: (to be completed by the principal) Her knowledge & impact on student learning

\*Certification Areas: (By name) English / Spanish

\*Number of contract hours per semester: 25 (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

Circle type of contract requested:

**1. Remediation:**

- Description of services & proposed timeline for completion must be attached
- Monthly logs on required sheets must be submitted to the Federal Programs Office unless otherwise noted on approval

**2. Other: (briefly describe)**

Enrichment & Remediation in Writing  
"Love 2 Learn with Legos"

\*Teachers are expected to follow all Board policies, procedures and school rules.

\*No partial payments will be made.

\*Monthly documentation is a requirement for Title I Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.

\*No change can be made to an extended contract without prior approval from your principal and Federal Programs/RTI Coordinator, Mark Gullion. Failure to do so may result in cancellation of the contract with no payment.

\*Contracts must be completed by May 11th.

\*APPLICANT'S SIGNATURE: Amee Mirskov Date: 8/18/22

\*PRINCIPAL'S SIGNATURE: Paige Johnson Date: 8-18-22

\*BOARD CHAIR'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*DIRECTOR'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

*(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)*

*The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.*

**Title I**

**RUTHERFORD COUNTY**

**Title I**

**EXTENDED CONTRACT APPLICATION**

*\*Upon approval, this application becomes your contract\**

\*Name: Melissa Ruth Young  
First Middle Last

\*School Assigned: LaVergne Lake Elementary

\*School Phone: 615-904-6730

\*School E-mail: youngme@rcschools.net

\*Years of experience: 19 \*Level of Effectiveness: awaiting scores

\*Reason for selecting applicant: (to be completed by the principal) Her Knowledge & impact on student learning

\*Certification Areas: (By name) K-8 Interdisciplinary Studies, Reading Specialist

\*Number of contract hours per semester: 25 (paid at a rate of \$40.00 per hour for Level 3, \$45.00 per hour for Level 4, \$50.00 per hour for Level 5)

PreK-12,  
ESL  
Endorsement

Circle type of contract requested:

**1. Remediation:**

- Description of services & proposed timeline for completion must be attached
- Monthly logs on required sheets must be submitted to the Federal Programs Office unless otherwise noted on approval

**2. Other: (briefly describe)**

Enrichment & Remediation in Writing  
"Love 2 learn with Legos"

\*Teachers are expected to follow all Board policies, procedures and school rules.

\*No partial payments will be made.

\*Monthly documentation is a requirement for Title I Extended Contracts. Failure to do so may result in cancellation of the contract with no payment.

\*No change can be made to an extended contract without prior approval from your principal and Federal Programs/RTI Coordinator, Mark Gullion. Failure to do so may result in cancellation of the contract with no payment.

\*Contracts must be completed by May 11th.

\*APPLICANT'S SIGNATURE: Melissa Young Date: 8/18/22

\*PRINCIPAL'S SIGNATURE: [Signature] Date: 8/18/22

\*BOARD CHAIR'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

\*DIRECTOR'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

*(Rutherford County Finance Dept. determines how Extended Contract payments will be issued.)*

*The Title I Program does not discriminate on the basis of race, national origin, sex, handicap or age.*

**RFP #22-06**  
**Audit Services**

<b>Company</b>	Annual Fee Fiscal Year End 2023	Annual Fee Fiscal Year End 2024	Annual Fee Fiscal Year End 2025
<b>Crosslin , PLLC</b>	<b>\$ 62,000.00</b>	<b>\$ 63,000.00</b>	<b>\$ 64,000.00</b>
Matlock Clements	\$ 64,218.00	\$ 64,218.00	\$ 64,218.00

Mail 15 vendors  
13 vendors did not respond

Recommend: Motion to award to Crosslin, PLLC as overall lowest and best bid

To be funded through GP Funds

**Bid #3619**  
**ADA Chair Lift Addition (Holloway High)**

Vendor	Total Bid
CanSon Construction LLC	\$ 240,150.00

Mailed to 37 vendors  
36 vendor did not respond

Recommend: Motion to award to CanSon Construction for overall lowest and best bid.

To be funded through Capital Projects.

**Bid #3620**  
**Wood Storage Buildings**

Item #	Description	Lowe's	Patriot Structures
1	Smyrna Middle 3 - 12x20 Buildings	\$ 27,382.20	\$ 20,586.00
2	Oakland High 2 - 12x20 Buildings	\$ 18,254.80	\$ 13,724.00
3	Stewarts Creek Elem. 1 - 12x20 Building	\$ 9,127.40	\$ 6,862.00
4	10 x 12 Storage Building	\$ 6,165.56	\$ 4,096.00
5	12 x 16 Storage Building	\$ 8,492.46	\$ 6,023.00
6	12 x 20 Storage Building	\$ 9,127.40	\$ 6,862.00
7	12 x 24 Storage Building	\$ 10,002.54	\$ 7,950.00

Mailed to 12 vendors  
10 vendors did not respond

Recommend: Motion to award to Patriot Structures LLC for overall lowest and best bid.

To be funded through GP Funds

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# **RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION**

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**Job Title:** Special Education Administrative Assistant

**Term of Employment:** Twelve Months

**Immediate Supervisor:** Special Education Coordinator

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## **POSITION DESCRIPTION:**

- Under the direction of the Special Education Coordinator, provide support for the Special Education programs staff, teachers, and parents of Rutherford County.
  - Perform general clerical and accounting duties necessary for the efficient operation of the Special Education Department.
  - General Purpose financial records and inventory.
  - IDEA and APR financial records and inventory.
- 

## **ESSENTIAL DUTIES:**

- Answer telephone, provide information, take messages, and/or direct calls to appropriate personnel.
  - Perform general clerical duties such as typing, filing, copying, faxing, etc.
  - Use the computer to enter data, create forms and letters.
  - Manage Special Education school purchase requisitions including quarterly reconciling of school ledgers.
  - Maintain a file of purchase orders received from the Finance Department.
  - Order materials, supplies etc. for school-wide schools and department
  - Track IDEA and APR expenditures using Excel or similar program.
  - Track General Purpose expenditures using Excel or similar program.
  - Coordinate with the Federal Bookkeeper monthly for accounting reconciliation
  - Maintain the Special Education office inventory of equipment, furniture, materials/supplies and file a disposition report to the state department as required.
  - Coordinate all department travel
  - Attend professional development activities required for the job.
  - Perform other duties as assigned or needed by the Special Education Coordinator.
  - Actively support the district motto: "To empower today's students to grasp tomorrow's opportunities."
-

## **QUALIFICATIONS:**

- Hold a high school diploma or G.E.D.
  - Have computer skills necessary for the job's essential functions.
  - Knowledge and experience using all MS Office programs
- 

## **EVALUATION:**

Conducted in accordance with the Rutherford County Board of Education policy on evaluation of classified personnel.

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**RUTHERFORD COUNTY BOARD OF EDUCATION  
JOB DESCRIPTION**

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**Job Title:** Benefits Administrative Assistant

**Term of Employment:** 12 Months, Full time, Level 4

**Immediate Supervisor:** Assistant Superintendent of Human Resources and Student Services and Senior Benefits Specialist

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**POSITION DESCRIPTION:**

Under the direct supervision of the Assistant Superintendent of Human Resources and Student Services and Senior Benefits Specialist, the Benefits Administrative Assistant will oversee the daily benefit's office operations. This position will communicate policies, procedures, and requirements to the public, and will provide direct support to the department.

---

**ESSENTIAL DUTIES:**

- Answer incoming calls, take messages, and/or direct calls to appropriate personnel
  - Distribute departmental incoming and outgoing correspondence, faxes, and forms
  - Maintain and update all personnel files
  - Collect/upload documents to Edison software
  - Reconcile Insurance/Benefits data entry
  - All other duties as assigned to ensure a proper operation of the Benefits Department
- 

**QUALIFICATIONS:**

- High School diploma is required. Administrative Assistant experience and/or completion of a 2-year college degree program is desired.
  - Preferred knowledge of health insurance
  - Possess strong interpersonal skills – ability to work effectively with a wide range of people including applicants, administrators, teachers, support staff and other community members.
  - Able to organize multiple priorities and possess strong written and verbal skills.
  - Must meet all health, physical and background check requirements.
  - Demonstrate professionalism and confidentiality.
- 

**EVALUATION:**

To be conducted by the Superintendent of Human Resources and Student Services and the Senior Benefits Specialist.



**Dr. James Sullivan**  
Director of Schools

## **Rutherford County Board of Education**

2240 Southpark Drive, Murfreesboro, TN 37128 Phone: 615.893.5812 [www.rcschools.net](http://www.rcschools.net)

**EXTENDED CONTRACTS** – The ESL Department will be conducting an after-school extended day program for Smyrna High School, funded completely by Title III funds. Title III Funds will provide 2 teacher extended contracts. The schedule for the extended school day will run for both semesters: Monday through Wednesday from 3:45 – 6:15. Each teacher contract is for \$50/hour.

**Recommend Approval** – motion to approve the Title III funded extended contracts for the extended day program.

Director of Schools Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Chairman BOE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***“Empowering Today’s Students to Grasp Tomorrow’s Opportunities”***



**Dr. James Sullivan**  
*Director of Schools*

## **Rutherford County Board of Education**

2240 Southpark Drive, Murfreesboro, TN 37128 Phone: 615.893.5812 [www.rcschools.net](http://www.rcschools.net)

**Contract with iAutomation—** The ESL Department uses Docuphase of iAutomation to store historical ESL student data. The contract is for \$900 for support and maintenance of this data. It is paid for with Title III funds.

**Recommend Approval—**motion to approve the contract with iAutomation

Director of Schools Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Chairman of Board of Education Signature: \_\_\_\_\_ Date: \_\_\_\_\_

***"Empowering Today's Students to Grasp Tomorrow's Opportunities"***



This Team Agreement ("Agreement") is entered into between adidas America, Inc., an Oregon corporation ("adidas"), and **(Riverdale High School Mens Basketball)** ("Customer"), effective as of the first day of the Term (as defined below). The parties agree as follows:

1. **Term and Covered Teams.** This Agreement starts on **(7/1/2022)** and ends **(6/30/25)** (the "Term") and shall automatically renew for one year each year thereafter unless adidas or Customer terminates the Agreement pursuant to section 8 below. This Agreement includes the following sports, teams, and their participants: **(Mens Basketball)** (the "Teams" and "Team Participants").
2. **adidas Products.** During the Term, Customer agrees to purchase adidas footwear, apparel, accessories, uniforms, headwear, and equipment ("adidas Products") from an authorized adidas Team Dealer and/or an authorized third-party licensee such as Agron or Saranac (an "adidas Licensee") for Team Participants' use in accordance with the adidas Team Program. Customer shall be eligible to purchase adidas Products at the following discounts:

Product	Discount
adidas Footwear	35% off MSRP
adidas Apparel and Accessories	35% off MSRP
adidas Uniforms (stock + adiCustom)	35% off MSRP
adidas miTeam Apparel	30% off MSRP
adidas miTeam Headwear	25% off MSRP
Agron	35% off MSRP
Saranac	35% off MSRP

3. **Exclusive Use.** During the Term, Customer ensures that, to the extent Customer or any other individual or entity acting on Customer's behalf (including any individual or entity providing financial support to the Teams) provides the Teams (including Team Participants) with footwear, apparel, and/or accessories for use in competition or any other Team events or activities, each Team (including Team Participants) shall exclusively use and wear adidas Products whenever engaged in such competition, events, or activities. Customer shall not permit any Team Participant or any other person to "spat," obstruct, or alter adidas's logos and marks in any way.
4. **License.** Customer hereby grants to adidas the exclusive, royalty-free right and license, during the Term and at all times thereafter to the extent necessary for adidas' lawful business purposes, to use Customer's name and trademarks worldwide in connection with the development, promotion, marketing, advertising and sale of adidas Products. Customer shall not knowingly grant any comparable right to any other person or entity during the Term if the other person or entity is engaged in any business competitive with adidas.
5. **Target Annual Spend.** For each School Year during the term, Customer agrees that it shall have a targeted purchase volume of **(\$10,000)**, measured in actual amounts paid by Customer (i.e., after applying the discounts set forth in section 2 above but not including Promotion Merchandise set forth in section 6 below). If Customer fails to comply with this target purchase requirement for any School Year, adidas may reduce the amount of Promotional Merchandise provided to school during that School Year and/or a future School Year in an amount sufficient to offset any loss to adidas.
6. **Promotional Merchandise.** For each School Year during the Term, adidas shall provide Customer with Promotional Merchandise at no cost to Customer in the amounts set forth below.
  - 6.1. "Promotional Merchandise" is defined adidas Products available from the adidas Team Sales Catalog, excluding products sold directly by adidas Licensees. Amounts of Promotional Merchandise for each School Year are divided equally into two six-month periods, the first from July 1 to December 31, and the second from January 1 to June 30. Any unused amounts of Promotion Merchandise from either of these

six-month periods expire on the last day of the six-month period (i.e., on December 31 and June 30), and cannot be carried over to the next six-month period and/or School Year. Ensuring that amounts of Promotional Merchandise are used and determining how such amounts are allocated among Teams is the sole responsibility of Customer. All Promotional Merchandise ships free via ground and Customer cannot apply any shipping upgrades. Returns and/or exchanges of Promotional Merchandise are not permitted.

- 6.2. For each School Year during the Term, adidas shall provide Promotional Merchandise to Customer as follows:

Allocation	Amount
Year 1	\$1,600 at MSRP
Year 2	\$1,600 at MSRP
Year 3	\$1,600 at MSRP

- 6.3. In addition to the Promotional Merchandise set forth above, Customer may participate in adidas's online Incentive Program during the Term, subject to applicable Incentive rules, terms, and conditions.

7. **Other Proposals and Rights of First Refusal and First Dealing.** Customer may not enter into any agreement with a third party that is similar to this Agreement and that is intended to take effect during the Term. During the Term, Customer also shall not enter into any similar agreement with a third party taking effect after the Term without first giving adidas an opportunity to enter into a new agreement with Customer for such rights on the same terms and conditions as those offered by the Third Party, measured solely in terms which are material, measurable and matchable ("Third Party Terms"). Customer shall notify adidas of any Third Party Terms it receives during the Term. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have 30 days from its receipt of any Third Party Terms to match such Third Party Terms. If adidas matches the Third Party Terms, then Customer shall enter into a new agreement with adidas consistent with the Third Party Terms.
8. **Termination.** This Agreement is binding during the Term. Either party may terminate this Agreement, effective at the end of the Term (i.e., at the end of the initial Term or the end of any one-year extension thereof), by providing written notice no less than 30 days before the expiration of the Term. adidas may, in its sole discretion, terminate this Agreement and/or reduce the amounts of Promotional Merchandise set forth in section 5 above if the Teams or Team Participants fails to use adidas Products as required or if Customer fails to meet its annual target purchase requirement. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including section 6 above, shall survive the expiration or termination of this Agreement.
9. **Miscellaneous.**
- 9.1. **Confidentiality.** **(Subject to applicable state public records law,)** the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party.
- 9.2. **Compliance with Law.** Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.
- 9.3. **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.
- 9.4. **Assignment.** Customer may not assign, sell, or transfer this Agreement or any of its rights, interests, or obligations under this Agreement without adidas's prior written consent.

- 9.5. Severability and Construction. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement.
- 9.6. Customer/adidas Relationship. Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership, or joint venture relationship between the parties.
- 9.7. Entire Agreement. This Agreement, together with the terms and conditions of the adidas Team Sales catalog and of any account or credit application completed in connection with execution of this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.
- 9.8. Limitation of Liability. adidas shall not be liable for any injury or damage suffered by Customer or any Team Participants from wearing or using adidas Products, and Customer expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ADIDAS WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES. ADIDAS'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES. ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY CUSTOMER PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.**
- 9.9. Representations and Warranties. Each party represents and warrants that it is not party to any agreement, contract, or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement, and that it has the due and proper authority to enter into and perform its obligations under this Agreement.

IN WITNESS WHEREOF, the undersigned hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

---

Name: Rich Desmond  
Senior Director Merchandising/Sales aTS, NCAA,  
Licensed

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NAME: JAMES SULLIVAN  
ATHLETIC DIRECTOR

---

NAME: MICHAEL VOSS  
HEAD MENS BASKETBALL COACH

802 Warrior Drive  
Murfreesboro, TN 37128

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Name: Jim Watkins  
Key Account Manager

1.3. The Board shall provide liability insurance through Rutherford County's self-insurance program on all school buses operated by CONTRACTOR to fulfill this Contract in an amount that will cover losses, property damages and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR's bus drivers for any liability exposure during school related activities in an amount up to \$350,000. In addition, the Board will provide excess carrier insurance coverage up to a coverage limit of \$5,000,000 subject to any limitations and exclusions in Rutherford County's excess liability insurance policy that will cover losses, property damages, and bodily injuries to all third parties and protect the CONTRACTOR and CONTRACTOR's bus drivers for any liability exposure during school related activities. CONTRACTOR is responsible to obtain property casualty insurance on CONTRACTOR's bus(es) if CONTRACTOR determines to do so. The general liability coverage referenced above shall be subject to the claims arising while CONTRACTOR's bus is on school related activities, in transit to or from school related activities, or in transit for repairs or fuel. **Said coverage shall extend to property and liability claims caused by uninsured and underinsured motorists in an amount up to \$350,000.** Subject to Rutherford County continuing to carry excess carrier coverage for uninsured and underinsured motorist coverage, the Board will also provide uninsured and underinsured motorist coverage for CONTRACTOR during school related activities, in transit to or from school related activities, and in transit for repairs or fuel for any claims in excess of \$350,000 up to the amount of \$1,000,000, but said coverage will be subject to any limitations and exclusions provided in the Rutherford County's insurance policy with the excess carrier.

Agreed to this the \_\_\_\_ day of \_\_\_\_ 20\_\_.

Rutherford County Board of Education

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Type or Print Contractor Name

\_\_\_\_\_  
Contractor Email Address

Rutherford County Board of Education

By:

\_\_\_\_\_  
Chair, Rutherford County Board of Education

By:

\_\_\_\_\_  
Director of Schools



**AGREEMENT FOR SPONSORSHIP AND ADVERTISING  
BETWEEN  
MIDDLE TENNESSEE STATE UNIVERSITY  
AND  
THE RUTHERFORD COUNTY SCHOOL DISTRICT**

This Agreement is made between Middle Tennessee State University ("MTSU") and the Rutherford County School District ("District") for MTSU sponsorship and advertising at high schools in the Rutherford County school system.

**WHEREAS**, MTSU desires to be a sponsor of activities and place advertising for MTSU in various locations at high schools in the Rutherford County school system; and

**WHEREAS**, the District desires to authorize high schools within its jurisdiction to accept such sponsorship and advertising.

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, the District and MTSU agree as follows:

This Agreement provides the terms and conditions under which MTSU will provide funding to high schools in the Rutherford County school system to serve as a sponsor of activities and to place advertising for MTSU at various locations as agreed by each high school. Under this Agreement, the District authorizes the high schools to accept such sponsorship and advertising. High schools will be authorized to accept sponsorship and advertising by use of the Form attached to this Agreement as Attachment A. Each completed Form shall be subject to the terms and conditions of this Agreement.

A. Sponsorship and Advertising. MTSU work with high schools to agree upon and complete the Attachment A Form to provide for MTSU funding for sponsorship of high school activities and advertisement for MTSU at high schools.

1. Under each completed Attachment A, MTSU will agree to pay to the high school a sponsorship fee, which will entitle MTSU to certain recognition and the display of signage, as specified in Attachment A.
2. Attachment A will detail the type and placement of signage and the rights and obligations of the school and MTSU with regard to the signage. Such detail may include, but shall not be limited to, creation and installation of the signage, whether any portion of the sponsorship fee is to be used for any specific purpose, such as purchase of a scoreboard including any specifications required for the scoreboard, and whether sponsorship rights and/or signage rights will be exclusive.
3. Attachment A will set out the total sponsorship fee to be paid to the school, when and how the fee is to be paid, and the term of the sponsorship and advertising rights and how they may be terminated. Attachment A may also provide MTSU a renewal option under terms as may be agreed between the school and MTSU at the time of exercise of the option.
4. Attachment A will also specify any other rights or duties of MTSU and the high school.

**B. Term and Termination.**

1. The term of this Agreement shall be from the date of last signature below until the expiration of the last Attachment A providing for sponsorship and advertisement under this Agreement.
2. This Agreement may be terminated as follows:

MTSU may terminate this Agreement upon thirty (30) days' prior written notice. MTSU will be responsible for notifying each high school with a current Attachment A in place. MTSU will be responsible for the cost and removal of its signage, unless otherwise agreed between MTSU and the school.

Each school with a current Attachment A in place may terminate its Attachment A upon thirty (30) days' prior written notice to MTSU. A portion of any sponsorship payments made to school by MTSU shall be repaid to MTSU by school; the fees to be repaid shall be calculated by dividing the payment made by MTSU by the number of years of the term of the Attachment A and multiplying the resulting figure by the number of years of the term that would extend beyond the year of termination had the Attachment A not been terminated.

**C. Other Terms.**

1. This Agreement shall be governed by Tennessee law, including the specific rights of the parties as Tennessee governmental entities.
2. The parties agree to comply with any applicable federal, state, and local laws and regulations, including such laws and regulations pertaining to non-discrimination.

In witness thereof, the parties have by their duly authorized representatives set their signatures below.

**RUTHERFORD COUNTY SCHOOL DISTRICT**

**MIDDLE TENNESSEE STATE UNIVERSITY**

\_\_\_\_\_

\_\_\_\_\_  
Alan R. Thomas, VP Business and Finance

\_\_\_\_\_  
Date

07/05/2022  
Date

## ATTACHMENT A Form

This Form, Attachment A to the Agreement for Sponsorship and Advertising between Middle Tennessee State University ("MTSU") and the Rutherford County School District ("District") is to set out the specific rights and obligations of Middle Tennessee State University ("MTSU") and **LaVergne High School** ("School"), which is a high school in the District, with regard to MTSU sponsorship of School activities and placement of advertising for MTSU at School. This Attachment A is subject to the terms and conditions of the Sponsorship and Advertising Agreement between MTSU and the District, to which it is attached.

### 1. Sponsorship payment and rights.

Total amount to be paid, schedule, and instructions for payment –

- **\$5,000 per year for five years.**
- **Check will be payable to LaVergne High School on or before September 1 each year**
  - **(2022, 2023, 2024, 2025, 2026)**

Sponsorship rights of MTSU – right to advertise for MTSU in the following location(s), any specific signage requirements, and any other recognition of MTSU as sponsor –

- **Football Scoreboard – 26' x 8'**
- **Back of Baseball Scoreboard – 26' x 6.5'**
- **Gym scoreboards (x 4) – 9' x 1'**

Design and installation of signage rights and duties –

- **MTSU will supply new designs to update all existing signage, based on specifications provided by LaVergne High School**
- **LaVergne High School will pay to produce and install the replacement signs in existing locations**

Other sponsorship rights or duties, if any –

- **During the five-year agreement, costs of any design changes requested by MTSU will be paid by MTSU**
- **Costs to replace any damaged or degraded signage will be paid by LaVergne High School**

### 2. Term of Attachment A.

The Term of this Attachment A shall be 5 years, and MTSU shall have an option to renew this Attachment A under terms as may be agreed between MTSU and School. This Attachment may be terminated as provided in the Agreement for Sponsorship and Advertising between Middle Tennessee State University and the Rutherford County School District.

The parties intending to be bound by the authorized signatures below.

**On Behalf of LaVergne High School**

**On behalf of MTSU**

\_\_\_\_\_  
PRINT Name and title

\_\_\_\_\_  
Alan R. Thomas, VP Business and Finance

\_\_\_\_\_  
Date

07/05/2022  
Date



# Price Quote

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257 x1037

Date 8/30/2022  
Quote No. 250113  
Acct. No. 05:jo:TN:12357213  
Total \$16,000.00  
Pricing Expires 10/29/2022

Rutherford County Schools  
For: John Coleman Elem  
2240 Southpark Drive  
Murfreesboro, TN 37128

Payment Schedule	Contract Start	Contract End
PO Required	11/1/2022	10/31/2023

Site	Description	Comment	End Date	Qty
1. John Coleman Elementary School	Imagine Language & Literacy Site License		10/31/2023	1

**Subtotal** \$16,000.00  
**Total** \$16,000.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

## John Coleman Elementary School

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Imagine Learning Representative

Yvonne Parrish  
[yvonne.parrish@imaginelearning.com](mailto:yvonne.parrish@imaginelearning.com)  
  
Kristen Scherer  
[kristen.scherer@imaginelearning.com](mailto:kristen.scherer@imaginelearning.com)

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.

**FY23 ESSER 2.0 and ESSER 3.0 Application Board Approval**  
**School Year 2022-23**

Due December 1, 2022

LEA #: 750	LEA Name (Legal Name of Agency): Rutherford County Schools
LEA Legal Mailing Address:	
Street Address: <u>2240 Southpark Drive</u>	
City: <u>Murfreesboro</u> State: <u>TN</u> Zip: <u>37128</u>	

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year's application for filing.  
This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

September 15, 2022  
Board Meeting Date

\_\_\_\_\_  
Director of Schools (Signature)

Dr. James Sullivan  
Director of Schools (Print Name)

September 15, 2022  
Date Signed

\_\_\_\_\_  
Board of Education Official (Signature)

\_\_\_\_\_  
Board of Education Official (Print Name)

September 15, 2022  
Date Signed

**ESSER 2.0 Breakdown by Account Code - August 5, 2022**

ACCOUNT	OBJECT		
71100	116	Summer School for High School - 20.0 Positions	\$88,287.50
	163	Summer School for High School - 1.0 Position (EA)	\$1,525.00
	201	Summer School	\$5,568.39
	204	Summer School	\$7,599.09
	212	Summer School	\$1,302.32
	449	Textbooks-Bound Grades 6-8 & 9-12	\$1,306,226.73
	471	Schoology	\$250,000.00
		TOTAL	<b>\$1,660,509.03</b>
72130	123	Counselor for Summer School	\$5,200.00
	201	Summer School	\$322.40
	204	Summer School	\$451.88
	212	Summer School	\$75.40
		TOTAL	<b>\$6,049.68</b>
72210	105	Learning Loss Supervisor & Assessment/Accountability Positions	\$16,873.62
	201	LL & AA	\$1,046.16
	204	LL & AA	\$1,466.32
	212	LL & AA	\$244.67
		TOTAL	<b>\$19,630.77</b>
72220	524	NIET Training with SpEd Department	\$50,000.00
		TOTAL	<b>\$50,000.00</b>
72410	104	Site Director Summer School	\$6,600.00
	139	Assistant Site Directors Summer School	\$11,200.00
	161	Secretary Summer School	\$1,312.50
	201	Summer School	\$1,184.98
	204	Summer School	\$1,680.17
	212	Summer School	\$277.13
		TOTAL	<b>\$22,254.78</b>
72610	105	Supervisor of Custodians	\$4,812.50
	201	Supervisor	\$298.38
	204	Supervisor	\$488.95
	212	Supervisor	\$69.78
		TOTAL	<b>\$5,669.61</b>
ACCOUNT	OBJECT		
76100	707	HVAC Replacement at LaVergne High	\$68,972.30
		HVAC Replacement at LaVergne High Main Building	\$916,644.00
		HVAC Replacement at Oakland High M Building	\$49,693.50
		HVAC Replacement at Smyrna High Main Building	\$1,044,668.00
		TOTAL	<b>\$2,079,977.80</b>
99100	504	Indirect Costs	\$192,464.82
		TOTAL	<b>\$4,036,556.49</b>
		ALLOCATION	<b>\$4,036,556.49</b>

# ESSER 3.0 Budget 09.08.2022

Account #	Description	ITEMS	AMOUNT	SPENDING PLAN	Account Total	Proposed Expense
Series						
71100	INSTRUCTION: REGULAR EDUCATION PROGRAM					
71100 116	Other Salaries & Wages	TN All Corps Tutors	\$ 10,000,000.00	Addressing Learning Loss	\$ 10,000,000.00	After-School Tutoring (TN All Corps) Benefits
71100 201	Social Security	fringes*	\$ 620,000.00	Addressing Learning Loss	\$ 620,000.00	Benefits
71100 204	State Retirement	fringes*	\$ 1,030,000.00	Addressing Learning Loss	\$ 1,030,000.00	Benefits
71100 212	Employer Medicare	fringes*	\$ 145,000.00	Addressing Learning Loss	\$ 145,000.00	Benefits
71100 116	Other Salaries & Wages	Summer School Teachers	\$ 490,000.00	Addressing Learning Loss	\$ 490,000.00	HS summer school
71100 201	Social Security	fringes*	\$ 30,380.00	Addressing Learning Loss	\$ 30,380.00	Benefits
71100 204	State Retirement	fringes*	\$ 50,470.00	Addressing Learning Loss	\$ 50,470.00	Benefits
71100 212	Employer Medicare	fringes*	\$ 7,105.00	Addressing Learning Loss	\$ 7,105.00	Benefits
71100 163	Educational Assistant	Summer School EA	\$ 7,000.00	Addressing Learning Loss	\$ 7,000.00	HS summer school
71100 201	Social Security	fringes*	\$ 434.00	Addressing Learning Loss	\$ 434.00	Benefits
71100 204	State Retirement	fringes*	\$ 721.00	Addressing Learning Loss	\$ 721.00	Benefits
71100 212	Employer Medicare	fringes*	\$ 101.50	Addressing Learning Loss	\$ 101.50	Benefits
71100 116	Extended Contracts for HS teachers	Covering 1 Credit	\$ 450,000.00	Addressing Learning Loss	\$ 450,000.00	1 year
71100 201	Social Security	fringes*	\$ 27,900.00	Addressing Learning Loss	\$ 27,900.00	Benefits
71100 204	State Retirement	fringes*	\$ 46,350.00	Addressing Learning Loss	\$ 46,350.00	Benefits
71100 212	Employer Medicare	fringes*	\$ 6,525.00	Addressing Learning Loss	\$ 6,525.00	Benefits
71100 116	Other Salaries & Wages	ACT Boot Camp	\$ 500,000.00	Addressing Learning Loss	\$ 500,000.00	ACT Boot Camps on Saturdays
71100 201	Social Security	fringes*	\$ 31,000.00	Addressing Learning Loss	\$ 31,000.00	Benefits
71100 204	State Retirement	fringes*	\$ 51,500.00	Addressing Learning Loss	\$ 51,500.00	Benefits
71100 212	Employer Medicare	fringes*	\$ 7,250.00	Addressing Learning Loss	\$ 7,250.00	Benefits
71100 429	Instructional Supplies and Materials	Visual Arts and Theatre Tech Supplies	\$ 175,000.00	Acceleration	\$ 175,000.00	2 years
71100 449	Textbooks-Bound	Grades 6-8, 9-12 Math Textbooks	\$7,570,863.10	HQIM for Math	\$ 7,570,863.10	Math Textbooks
71100 499	Instructional Supplies and Materials	Library Books/Amplify Books	\$40,000.00	Addressing Learning Loss	\$ 40,000.00	Library Books
71100 722	Regular Instruction Equipment	iPads	\$175,000.00	Addressing Learning Loss	\$ 175,000.00	iPads/Equipment
71100 722	Regular Instruction Equipment	Dell Student Laptops	\$ 930,000.00	Educational Technology	\$ 930,000.00	3,000 Student Laptops
71100 722	Regular Instruction Equipment	Music Instruments	\$ 93,756.00	Acceleration	\$ 93,756.00	2 years
71100	TOTAL				\$ 22,486,355.60	
72110	ATTENDANCE					
72110 130	Workers	2 Attendance Teachers	\$ 140,000.00	Special Pops	\$ 280,000.00	2 years
72110 201	Social Security	fringes*	\$ 8,680.00	Special Pops	\$ 17,360.00	Benefits
72110 204	State Retirement	fringes*	\$ 14,420.00	Special Pops	\$ 28,840.00	Benefits
72110 206	Life Insurance	fringes	\$ 70.00	Special Pops	\$ 140.00	Benefits
72110 207	Medical Insurance	fringes	\$ 23,000.00	Special Pops	\$ 46,000.00	Benefits
72110 212	Employer Medicare	fringes*	\$ 2,030.00	Special Pops	\$ 4,060.00	Benefits
72110 299	Long-Term Disability	fringes*	\$ 392.00	Special Pops	\$ 784.00	Benefits
72110 399	Other Contracted Services	Third-Party Vendor	\$ 100,000.00	Other	\$ 100,000.00	County Zoning
72110	TOTAL				\$ 477,184.00	



72210 201	Social Security	fringes*	\$	11,160.00	Mental Health	\$	22,320.00	Benefits
72210 204	State Retirement	fringes*	\$	18,540.00	Mental Health	\$	37,080.00	Benefits
72210 206	Life Insurance	fringes	\$	70.00	Mental Health	\$	140.00	Benefits
72210 207	Medical Insurance	fringes	\$	23,000.00	Mental Health	\$	46,000.00	Benefits
72210 212	Employer Medicare	fringes*	\$	2,610.00	Mental Health	\$	5,220.00	Benefits
72210 299	Long-Term Disability	fringes*	\$	504.00	Mental Health	\$	1,008.00	Benefits
72210 312	Contracts with Private Agencies	After-School Tutoring	\$	200,000.00	Addressing Learning Loss	\$	200,000.00	Contracts for Tutoring
72210 399	Other Contracted Services	STARS Therapists/Care Solace	\$	897,832.00	Mental Health	\$	897,832.00	2 years
72210 399	Other Contracted Services	EPP Contract	\$	40,000.00	Other	\$	40,000.00	Content Development
72210 524	Professional Development	ACT Training	\$	100,000.00	Addressing Learning Loss	\$	100,000.00	ACT Training
72210 355	Travel	Mileage	\$	5,000.00	Other	\$	5,000.00	Mileage
72210 TOTAL			\$			\$	3,487,895.00	
<b>72250 EDUCATIONAL TECHNOLOGY</b>								
72250 120	Computer Programmer	3 Computer Technicians	\$	190,000.00	Addressing Facility Needs	\$	380,000.00	2 years
72250 201	Social Security	fringes*	\$	11,780.00	Addressing Facility Needs	\$	23,560.00	Benefits
72250 204	State Retirement	fringes*	\$	19,570.00	Addressing Facility Needs	\$	39,140.00	Benefits
72250 206	Life Insurance	fringes	\$	350.00	Addressing Facility Needs	\$	700.00	Benefits
72250 207	Medical Insurance	fringes	\$	115,000.00	Addressing Facility Needs	\$	230,000.00	Benefits
72250 212	Employer Medicare	fringes*	\$	2,755.00	Addressing Facility Needs	\$	5,510.00	Benefits
72250 299	Long-Term Disability	fringes*	\$	532.00	Addressing Facility Needs	\$	1,064.00	Benefits
72250 471	Software	Comp Monitoring Software	\$	79,000.00	Educational Technology	\$	79,000.00	Security
72250 TOTAL			\$			\$	758,974.00	
<b>72410 OFFICE OF THE PRINCIPAL</b>								
72410 104	Principal	Site Director - Summer School	\$	23,600.00	Addressing Learning Loss	\$	23,600.00	1 year
72410 201	Social Security	fringes*	\$	1,463.20	Addressing Learning Loss	\$	1,463.20	Benefits
72410 204	State Retirement	fringes*	\$	2,430.80	Addressing Learning Loss	\$	2,430.80	Benefits
72410 212	Employer Medicare	fringes*	\$	342.20	Addressing Learning Loss	\$	342.20	Benefits
72410 139	Assistant Principal	Asst. Site Director - Summer School	\$	18,500.00	Addressing Learning Loss	\$	18,500.00	1 year
72410 201	Social Security	fringes*	\$	1,147.00	Addressing Learning Loss	\$	1,147.00	Benefits
72410 204	State Retirement	fringes*	\$	1,905.50	Addressing Learning Loss	\$	1,905.50	Benefits
72410 212	Employer Medicare	fringes*	\$	268.25	Addressing Learning Loss	\$	268.25	Benefits
72410 161	Secretary	Secretary - Summer School	\$	8,800.00	Addressing Learning Loss	\$	8,800.00	1 year
72410 201	Social Security	fringes*	\$	545.60	Addressing Learning Loss	\$	545.60	Benefits
72410 204	State Retirement	fringes*	\$	906.40	Addressing Learning Loss	\$	906.40	Benefits
72410 212	Employer Medicare	fringes*	\$	127.60	Addressing Learning Loss	\$	127.60	Benefits
72410 TOTAL			\$			\$	60,036.55	
<b>72510 FISCAL SERVICES</b>								
72510 119	Accountants/Bookkeepers	ESSER Bookkeeper	\$	75,000.00	Admin	\$	150,000.00	2 years
72510 201	Social Security	fringes*	\$	4,650.00	Admin	\$	9,300.00	Benefits
72510 204	State Retirement	fringes*	\$	7,725.00	Admin	\$	15,450.00	Benefits
72510 206	Life Insurance	fringes	\$	35.00	Admin	\$	70.00	Benefits
72510 207	Medical Insurance	fringes	\$	11,500.00	Admin	\$	23,000.00	Benefits
72510 212	Employer Medicare	fringes*	\$	1,087.50	Admin	\$	2,175.00	Benefits
72510 299	Long-Term Disability	fringes*	\$	210.00	Admin	\$	420.00	Benefits
72510 119	Accountants/Bookkeepers	School Choice Charter Acct	\$	75,000.00	Other	\$	150,000.00	2 years

72510 201	Social Security		fringes*	\$	4,650.00	Other	\$	9,300.00	Benefits
72510 204	State Retirement		fringes*	\$	7,725.00	Other	\$	15,450.00	Benefits
72510 206	Life Insurance		fringes	\$	35.00	Other	\$	70.00	Benefits
72510 207	Medical Insurance		fringes	\$	11,500.00	Other	\$	23,000.00	Benefits
72510 212	Employer Medicare		fringes*	\$	1,087.50	Other	\$	2,175.00	Benefits
72510 299	Long-Term Disability		fringes*	\$	210.00	Other	\$	420.00	Benefits
72510	TOTAL						\$	400,830.00	
72520	HUMAN RESOURCES/PERSONNEL								
72520 399	Other Contracted Services		Salary Study	\$	64,500.00	Other	\$	64,500.00	Salary Study
72520	TOTAL						\$	64,500.00	
72610	OPERATION OF PLANT								
72610 189	Other Salaries & Wages		Custodial Supervisor	\$	50,000.00	Addressing Facility Needs	\$	100,000.00	2 years
72610 201	Social Security		fringes*	\$	3,100.00	Addressing Facility Needs	\$	6,200.00	Benefits
72610 204	State Retirement		fringes*	\$	5,150.00	Addressing Facility Needs	\$	10,300.00	Benefits
72610 206	Life Insurance		fringes	\$	35.00	Addressing Facility Needs	\$	70.00	Benefits
72610 207	Medical Insurance		fringes	\$	11,500.00	Addressing Facility Needs	\$	23,000.00	Benefits
72610 212	Employer Medicare		fringes*	\$	725.00	Addressing Facility Needs	\$	1,450.00	Benefits
72610 299	Long-Term Disability		fringes*	\$	140.00	Addressing Facility Needs	\$	280.00	Benefits
72610	TOTAL						\$	141,300.00	
72710	TRANSPORTATION								
72710 189	Other Salaries & Wages		Dispatcher/Router	\$	75,000.00	Addressing Learning Loss	\$	150,000.00	2 years
72710 201	Social Security		fringes*	\$	4,650.00	Addressing Learning Loss	\$	9,300.00	Benefits
72710 204	State Retirement		fringes*	\$	7,725.00	Addressing Learning Loss	\$	15,450.00	Benefits
72710 206	Life Insurance		fringes	\$	35.00	Addressing Learning Loss	\$	70.00	Benefits
72710 207	Medical Insurance		fringes	\$	11,500.00	Addressing Learning Loss	\$	23,000.00	Benefits
72710 212	Employer Medicare		fringes*	\$	1,087.50	Addressing Learning Loss	\$	2,175.00	Benefits
72710 299	Long-Term Disability		fringes*	\$	210.00	Addressing Learning Loss	\$	420.00	Benefits
72710	TOTAL						\$	200,415.00	
99100	TRANSFERS OUT								
99100 504	Indirect Cost			\$	2,994,189.94	Indirect Cost	\$	2,994,189.94	Indirect Cost
99100	TOTAL						\$	2,994,189.94	
GRAND TOTAL							\$	31,637,400.09	
			Total allocation:				\$	31,637,400.09	
			20% required minimum for Addressing Learning Loss:	\$	8,754,916.06		\$	-	
			FY23 Total:	\$	14,300,778.05				
			RCS Learning Loss percentage:		45.20%				
			FY22 Spent on Learning Loss:	\$	1,176,433.65				

# Rutherford County Schools

## Proposal for EDPlan™ Behavioral Threat Assessment and Suicide Risk Assessment

September 6, 2022

Attn: Patty Oster

Rutherford County Schools  
2240 SouthPark Dr  
Murfreesboro TN 37128



## **OVERVIEW OF EDPLAN BEHAVIORAL THREAT ASSESSMENT AND SUICIDE RISK ASSESSMENT**

Behavioral Threat Assessments (BTA) and Suicide Risks Assessments (SRA) are proven methods of early intervention that can help prevent acts of violence in school environments. PCG's solution fully supports an easy and efficient workflow for **both** Threat-to-Others and Threat-to-Self processes, including the ability to centrally initiate incident management.

Recent published research demonstrated evidence that the odds for students receiving a threat assessment in schools would receive a suspension or law enforcement action were less than those in schools using a general approach. Students, whose threats were addressed through behavioral threat assessment, were expelled at lower rates than students in comparison schools. These results indicate that schools using this model are less likely to respond to student threats with exclusionary discipline.<sup>1</sup>

Behavioral Threat Assessment practice is recommended by the Federal Bureau of Investigation (FBI), U.S. Department of Education and the U.S. Secret Service. Using an evidence-based, multidisciplinary team approach, PCG's behavioral threat assessment solution is used to identify, evaluate, and support students who present a potential threat to themselves or others.

### **Brief Background on Public Consulting Group**

Founded in 1986, PCG is a national consulting firm with 3000 employees that assists public sector clients with operational effectiveness. Our education practice works with 5000 school districts across the country. Our model is simple. Local teams provide responsive assistance to clients within the state. Local teams are supplemented and closely supported by national expert teams in each discipline. This approach has led to great customer satisfaction and a client retention rate of >99%.

### **Tennessee Context**

PCG has worked with Rutherford County Schools since implementing our EDPlan special education management system in 2004 as part of the statewide rollout for the Tennessee Department of Education. Our threat assessment modules are built on the same EDPlan platform that Rutherford administrators, teachers, and clinicians are familiar with today. Our local Tennessee team will work closely with our national threat assessment team to support your threat assessment implementation.

### **Threat-to-Self/Suicide Prevention**

The Threat-to-Self or Suicide Prevention module works with a common incident intake form shared by the BTA process. According to the risk, users are prompted through a Threat-to-Others or Threat-to-Self risk assessment. As with the BTA process, a safety and support supervision plan with recommended interventions is created and monitored for the individual student. Studies have shown that there is significant overlap between threat to self and threat to others. 78% of school shooters have a history of suicide attempts or ideation.

Schools fill a critical role in both identifying children and adolescents and connecting them with treatment and other services they need. Approximately 80 percent of children and adolescents with mental health diagnoses have unmet mental health needs. Comprehensive school behavioral mental health systems are valuable school-community collaborative practices that provide a continuum of services across all three tiers of care (i.e., promotion and prevention for all students, early identification and interventions for those students at risk, and indicated

treatment for those students with more intensive needs). An electronic solution for mental health professionals to document the provision of behavioral and mental health services in schools and/or community will strengthen the documentation necessary for reporting, measuring outcomes and results, billing for services and overall accountability.

**PCG's evidenced-based solution** assists in the consistent, structured approach for multidisciplinary teams to identify and support students who present a potential risk of violence/aggression, self-harm, or other concerning behaviors. Our solution helps school personnel identify students who are exhibiting behaviors along the pathway to violence and intervene with supports designed to de-escalate those behaviors in order to mitigate risk.

The diagram below depicts the pathway to violence. PCG's case management solution provides a disciplined approach to identifying, assessing and intervening with structured supports to address and de-escalate threats.



*PCG's Behavioral Threat Assessment solution implements a case management approach to promote de-escalation along the pathway to violence.*

EDPlan's BTA/SRA solution will:

- Assist multidisciplinary school-based teams in screening and assessing students who present a potential risk for targeted violence/aggression toward others, self-harm or other concerning behaviors
- Determine the level of risk of a threat, and if it poses imminent danger
- Support the development of a management or safety plan with strategies and a comprehensive plan of action for students who are deemed to pose a higher level of risk
- Mitigate district/school community risk
- Promote a culture of safe schools

**"These are not sudden, impulsive acts where a student suddenly gets disgruntled. The majority of these incidents are preventable. Schools need to think differently about behavior, school discipline and intervention." Lisa Alathari, Ph.D. Chief of U. S. Secret Service - National Threat Assessment Center (NTAC)**

**BRIEF DESCRIPTION OF EDPLAN BTA/SRA MODULE:**

The BTA solution and approach is based on guidelines recommended in a 2002 U.S. Secret Service and the U.S. Department of Education study for identifying, assessing, and managing students who may pose a threat. The FBI and Secret Service both recommend that schools adopt a threat assessment approach to targeted school violence, (Fein, et al., 2002; O'Toole, 2000). The US Secret Service issued guidance again in July of 2018 and most recently in November of 2019.

The BTA solution uses a case management approach with three key steps to attain a best-practice risk assessment and adds a fourth planning step to mitigate risk:



**Notifications and alerts** prompt stakeholders to key events. For instance, school BTA team are notified that they need to assess a new threat or to review a monitoring or safety plan after 30 days. Similarly, the superintendent can receive and alert if a serious threat is identified. This feature helps assure that best practice occurs on schedule and significant events do not go unnoticed and unaddressed. *Please also note that school administrators can be automatically notified when a student with an active threat assessment and safety plan moves from one school to another.*

**Dashboards** provide status at a glance to all threats. Administrators can quickly drill down and review specific threats as well as sort by any number of criteria, such as, severity, school, dates, etc.

**Reports** are a powerful part of the system. The key threat assessment documents created in the system can be printed out or a pdf file created to provide to other districts if the student transfers out of the district. PCG's Business Intelligence capabilities are available to build tailored reports which can be scheduled and distributed to key staff on an automated based if desired. Reports can also be created to analyze trends to guide resource decisions. To assist

our clients, we make all data which is native to the system available to meet State reporting requirements.

**Sophisticated workflow and security capabilities** model processes and enforce business rules. Case management functionality helps focus ownership of process and resources to help the individual needs of those making threats and their intended victims. Only people directly associated with each threat case can see or change information related to the threat. These system capabilities help maintain district policies and procedures while providing visibility to key stakeholders and process owners.

The **Monitoring/Safety Plan** documents the interventions and actions taken in response to the threat, which can be reviewed and updated on a consistent basis. Members of the threat assessment team are automatically reminded to follow up with necessary interventions and supports and to renew plans on a periodic basis.

## CORE BENEFITS:

### **Fidelity and Collaboration**

- Ensures that a consistent process is followed and implemented for each behavioral incident/threat
- Facilitates collaboration and communication within each school's interdisciplinary team

### **Transparency, Security, and Compliance**

- Enables transparency by providing district administrators with a line of sight for real-time threat management process steps, alerts/notifications, dashboards, and districtwide reporting

### **Aligns to Leading National Models**

- Aligns to federal, state, and district best practices, for behavioral threat assessment
- Aligns to any of the three national models: including the Virginia Department of Justice (DCJS) and the National Threat Assessment Center (NTAC) model based on research produced by the Secret Service and the FBI

### **Students Receive Appropriate Interventions**

- Threat monitoring plans generally prescribe counseling services for students, to address behavioral issues.
- Follow-up monitoring to assure that interventions are happening

### **Reduced Number of Substantive Threats**

- By responding to issues earlier, the number of high-risk threats decreases.

## STUDENT THREATS-TO-SELF

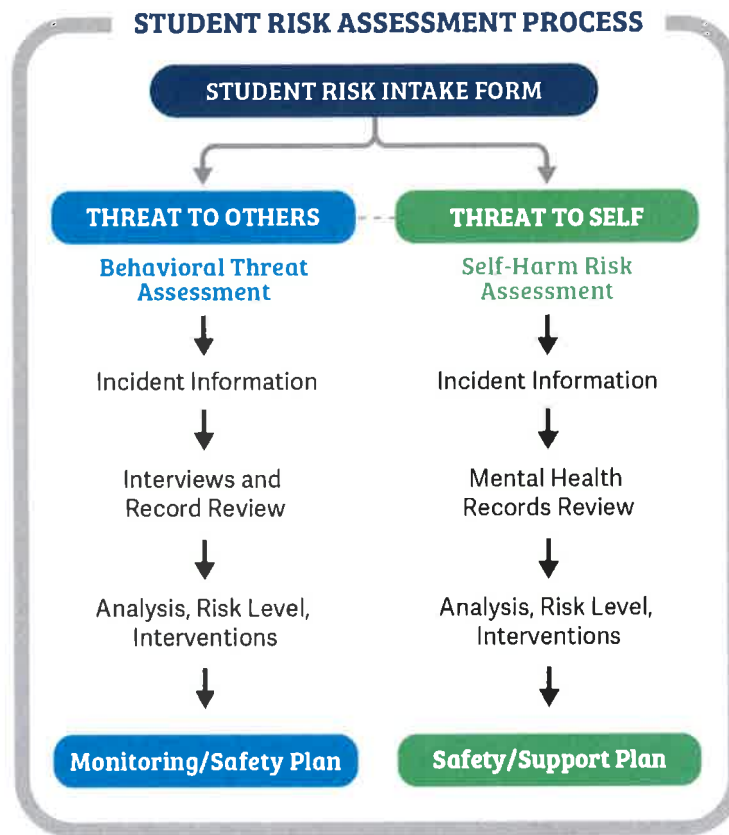
Schools lose more students to suicide than to mass shootings. Threats-to-Self outnumber Threats-to-Others, or Threats-to-Schools. According to the Center for Disease Control, the number of children who took their lives nearly doubled from 2007-2020. Youth, who contemplate suicide, generally exhibit warning signs before engaging in lethal self-harm. School-based mental health professionals can play a vital role in identifying students who are at risk for suicidal behavior.

PCG has partnered with school districts to address this problem and support their effective implementation of Self-harm Risk Assessment (SRA) practices using PCG's Behavioral Threat

Assessment Solution. We can support any set of questions for the analysis portion of the self-harm assessment. For example, the system can align to the:

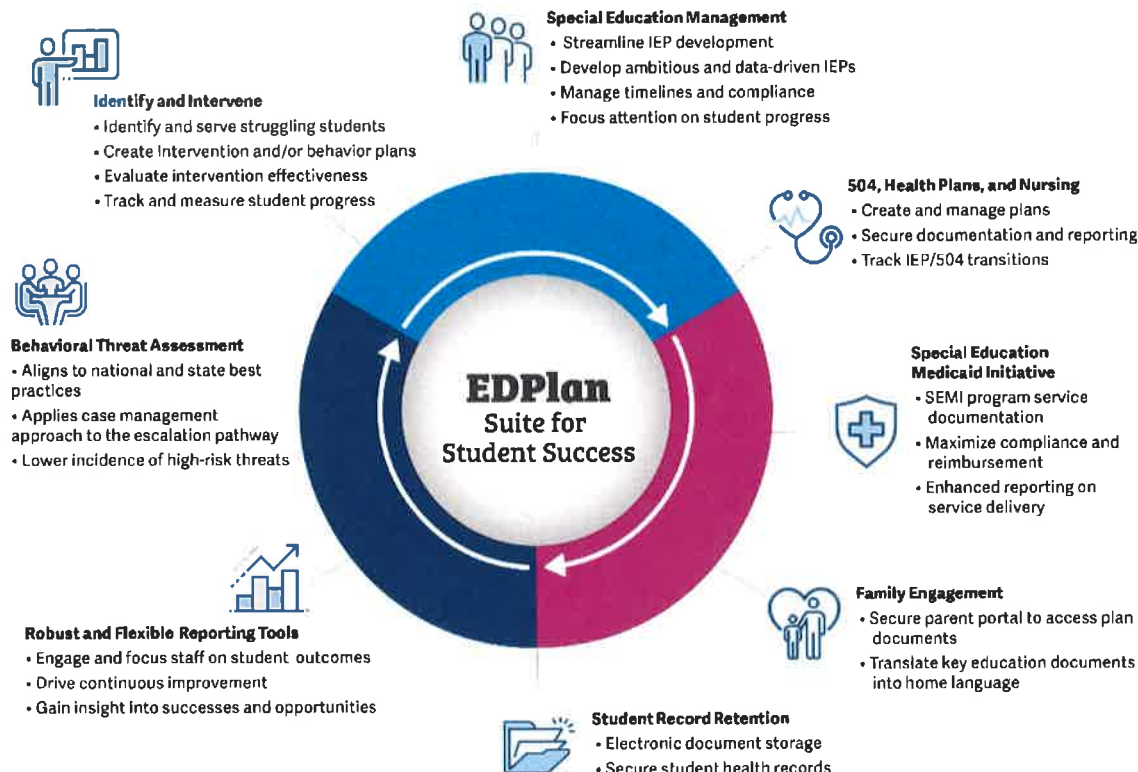
- Columbia Suicide Severity Rating Scale (C-SSRS)
- Suicide Assessment Five Step Evaluation Triage (SAFE-T)
- Suicide in Schools
- Combination of local or national models

This graphic shows the process a user would follow in our system when performing a risk assessment. The process will align with your state and district-specific processes and procedures.



## OVERVIEW OF PCG'S EDPLAN SUITE

Our solution is based on our EDPlan case management platform. EDPlan offers a suite of service modules to more than **3,700 school districts** across the country. The combined EDPlan service modules serve to holistically support improved processes, best practice, and student outcomes. Our system, inclusive of modules to support behavioral threat assessment, special education management, 504 management, Tiered Systems of Support (TSS), Intervention & Referral Services (I&RS) management, and Mental Health Services, will help maximize transparency, fidelity, collaboration, and efficiency.



As a web-based case management platform with sophisticated workflow and security capabilities, EDPlan models processes and enforces business rules to provide step-by-step guidance through complex procedures. Through these business rules, EDPlan BTA/SRA facilitates adherence to state and district threat assessment policies and procedures. Additionally, platform capabilities help maintain district policies and procedures while providing visibility to key stakeholders and process owners.

***The BTA/SRA module can be configured or linked to other EDPlan modules (for instance, behavior management, mental health services, bullying, incident, nursing, clinical tracking, etc.) according to a district's processes.*** As with the other EDPlan modules, it contains the advantages of compliance driven workflows, and the ability to integrate within the district's technical environment.

### Highest Security and Privacy

EDPlan BTA/SRA conforms to best practices in student data privacy and adheres to the Family Educational Rights and Privacy Act (FERPA), and HIPAA. As a platform, EDPlan uses a Role Based Access Control (RBAC) methodology. Each user is assigned a "role" with appropriate view and edit rights based on their need to access data in the system. During the implementation phase, PCG and the District will assign access permissions into each user type. In addition to access and permission controls, the RBAC also defines which roles can add and/or modify other roles.

PCG is also one for the few firms providing cloud-based solutions in the education market that maintains a SOC-2 certification. SOC-2 is one of the highest security ratings for protecting sensitive student data that incorporates, application, hosting, and human factor security elements. PCG is audited on a regular basis by independent security parties to validate the safety of our technology and business practices for handling data.

### PRICING:

PCG is pleased to submit the following pricing proposal<sup>1</sup> for the EDPlan Behavioral Threat Assessment (BTA) and Suicide Risk Assessment (SRA) solution.

<b>BTA Implementation and Start-Up Fees (one-time cost)</b>	
<b>Initial Configuration and Setup</b>	<b>\$5,000</b>
Includes initial setup of BTA system aligned to DCJS/NTAC model, and the SRA system following the best practices for suicide risk assessment and prevention.	
<b>Standard Nightly Data Integration<sup>2</sup></b>	<b>\$1,000</b>
File exchange with your SIS and ongoing nightly file exchange of student demographic, staff, and school data; and single-sign-on (SSO). Note: we currently exchange student data with Rutherford each night. We will add all staff and user data and integrate with your school portal for single-sign-on.	
<b>Virtual System Training:</b>	<b>\$1,500</b>
Two (2) 2-hour virtual training sessions for BTA/SRA teams and district administration to learn how to navigate the EDPlan system and input threat/risk assessment data.	
<b>Total Implementation and Start-Up Fees</b>	<b>\$7,500</b>

<b>Licensing, Support, and Maintenance Subscription (Annual cost)</b>	
<b>Threat Assessment Value Package</b>	<b>\$56,050</b>
Behavioral Threat Assessment Subscription	
Self-Harm Risk Assessment Subscription	
Subscription Includes:	
<ul style="list-style-type: none"> <li>• Tier 2 Help Desk support<sup>3</sup></li> <li>• System hosting, maintenance, and <u>four</u> new releases per year</li> <li>• Dashboards</li> </ul>	
Standard package add-ons include	
<ul style="list-style-type: none"> <li>• Tennessee State reporting</li> <li>• Advanced Reporting – flexible enterprise-scale ad-hoc reports</li> <li>• Unlimited PaperClip Document Repository for case artifacts</li> </ul>	
	Price based on \$1.18 per student
	Fixed for 3-years based on 47,500 average student count
<u>Existing client early-adopter discount</u>	<b><u>-\$3,800</u></b>
Net annual licensing, support, and maintenance	<b>\$52,250</b>
<b>EDPlan Systems Annual Refresher Training</b>	Included
Includes one (1) 2-hour virtual refresher training session per year	
<b>EDPlan Notifier – Emails</b>	Included
Includes email alerts to key parties on significant events (note: text alerts are an available option for an additional fee) <sup>3</sup>	
<b>Total FY22-23 Implementation Fees and Licensing</b>	<b>\$59,750</b>
<b>FY23-24 and Ongoing Annual Licensing, Support, and Maintenance</b>	<b>\$52,250</b>

## PCG BTA PROPOSAL ASSUMPTIONS:

1. Proposed pricing will be honored for 45 calendar days and assumes a three-year contract commitment.
2. Standard nightly data integration includes user, student, and school data provided in PCG determined data formats based on existing the EDPlan import specifications. Data files are deposited on a secure FTP server and processed nightly. PCG will work with your district to implement Single Sign On using industry standard protocols. Data services such as Clever and others that charge data fees may necessitate additional annual connection fees from PCG.
3. After implementation, PCG shall make available qualified personnel to provide technical support, providing direction and general support on system features and functions to designated school-based trainers. We refer to this as Tier-2 support. This general technical support is included in the licensing fee and can be accessed via email or the Message Board feature of the EDPlan web-based application and does not include the provision of guidance or recommendations related to school policy, operations, instruction, or data analysis. Non-school-based training users of the system requesting support will be directed to refer to their school-based trainer for support.
4. Note text notifications are available for a fee based on volume of texts.

Thank you for your interest in the nation's leading behavioral threat assessment and suicide risk assessment solution. Our system is highly configurable to support both national and district best practices. Our solution will help your teams perform risk assessments with fidelity while reminding teams to follow up on monitoring and supervision plans. Administrators benefit further from threat dashboards and reporting. The result will be a safer school and community environment.

Please do not hesitate to contact me at [dwistman@pcgus.com](mailto:dwistman@pcgus.com) and (617) 817-2855 or William Reynolds @ [wreynolds@pcgus.com](mailto:wreynolds@pcgus.com) and (618)308-0870 with any questions. We look forward to working with you and your team at Rutherford County Schools.

Sincerely,

*Daniel Wistman*

Dan Wistman  
Manager, Education Practice

## Contract Agreement

This contract agreed to on August 26, 2022, is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Drive, Suite 202, Southfield, MI 48033, and the Rutherford County Schools, whose address is 2240 Southpark Drive, Murfreesboro, TN 37128.

### IMSE Comprehensive Orton-Gillingham Plus (30-hour)

A hands-on, personalized session that provides an understanding of IMSE's enhanced Orton-Gillingham method and the tools necessary to apply it in the classroom. After participating in this training, teachers will be better able to assess, evaluate and teach children how to read, write, and spell proficiently.

#### Teachers will receive training with respect to:

- Phonemic awareness
- Multi-sensory strategies for reading, writing, and spelling
- Syllabication patterns for encoding / decoding
- Multi-sensory techniques for irregular words
- Student assessment techniques
- Guidelines for weekly lesson plans
- Asynchronous fluency, vocabulary, and comprehension



#### Materials Provided by IMSE:

- *Training and Assessment Manual* by the Institute for Multi-Sensory Education
- *IMSE's Comprehensive OG Plus Teacher's Guides (K-2)*
- *Spelling Teacher's Guide (3rd Grade Plus)*
- *Interventions for All: Phonological Awareness* by Yvette Zgonc
- *Syllable Division Word Book* by the Institute for Multi-Sensory Education
- Phoneme/Grapheme Card Pack by the Institute for Multi-Sensory Education
- Syllable Division Posters by the Institute for Multi-Sensory Education
- Comprehensive OG Plus Practice Packet
- Sets 1-3 Decodable Readers (PDF)
- Asynchronous Fluency, Vocabulary, Comprehension webinar with digital practice packet
- IMSE Blending Board
- Procedural Routine Flip Chart
- Free trial IMSE's *Interactive OG 2.0*
- Access to IMSE's Resource Portal

#### Participants will need to bring the following supplies to the first day of training:

- Sticky notes
- Yellow Highlighter and additional highlighter (different color)

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

## Training Cost

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	IMSE Comprehensive OG Plus *Two Trips (up to 29 participants)	<div>\$ 39,080. 00</div>	<div>\$ 39,080. 00</div>
1	1 additional participant marginal rate	<div>\$ 1,035.0 0</div>	<div>\$ 1,035.0 0</div>
	November 9-11, 2022 for days 1-3		
	January 11-12, 2023 for days 4-5		
	8 am - 3:30 pm		
			TOTAL \$ 40,115.00

This is a flat fee which includes tuition, materials, shipping, and instructor travel. Materials are provided only for participants attending the training dates listed above. The district will be billed according to the above schedule. If the training runs with a smaller number of participants than anticipated, but still more than the minimum (minimum training size October - April is 25, minimum training size May-September is 30.), a refund may be issued only after the remaining supplies have been returned in good condition to IMSE within two weeks of the final day of the training at:

IMSE Fulfillment Center  
Attn: Returns  
35315 Beattie Dr.  
Sterling Heights, MI 48312

24800 Denso Drive, Ste 202, Southfield, MI 48033  
T: 800-646-9788

The district is responsible for the expense of returning any unused supplies. Unused supplies are property of IMSE. Districts can also use extra supplies by sending teachers to virtual trainings before 12/31/23. There will be a charge for re-registration of \$250/participant for any dedicated district participants who cannot take their district training and wish to register for a public training.

IMSE will prepare and ship training materials based on the agreed number of participants provided at least 30 days prior to the training start date. Additional participants are welcome, however, IMSE must be notified no less than 10 days prior to the training start date and express processing /shipping fees shall apply.

Unless expressly authorized by IMSE in writing, in no event shall all or any part of the training be videotaped or recorded.

### **Make-Up Policies for Public Trainings**

Make-up days: If a participant needs to make up more than one day of training, there will be a \$100 fee for each make-up day needed.

The Institute for Multi-Sensory Education reserves the right to cancel. If IMSE must cancel, 100% of the training fee will be refunded.

While IMSE makes every effort to conduct professional learning events on the dates and locations advertised, they are subject to change without prior notice. IMSE reserves the right to change or cancel a professional development event due to low enrollment or factors beyond our control. We will attempt to notify registrants to limit customer inconvenience but we are not liable for any expenses incurred.

### **Confirmation of Training**

IMSE requires the signed agreement no less than 30 days prior to the scheduled training date. Until we have a signed contract with you, your contract/training date is not guaranteed.

### **Cancellation Policy**

IMSE requires a cancellation fee of 50% of the value of the contract, in the event that the School/School District cancels or reschedules the training within 30 days of the training start date.

## **Intellectual Property**

IMSE provides various training and related materials, supplements, information, quizzes, tests, questions, articles, and other information including, but not limited to, *IMSE Comprehensive OG Plus Training Manual*, *IMSE Assessment Manual*, *Comprehensive OG Plus Teacher's Guides*, *IMSE Comprehensive Syllable Division Word Book*, *Spelling Teacher's Guide (3rd Grade and Beyond)*, and *IMSE Phoneme/Grapheme Card Pack* (the "Materials"). IMSE authorizes the School/School District to utilize the Materials in connection with the training and for use in the classroom only.

Unless expressly authorized by IMSE, the Materials shall not be copied or reproduced in any fashion. Further, the School/School District shall not modify the Materials in any way or reproduce, share, distribute or utilize them to perform unauthorized trainings.

The School/School District acknowledges that IMSE owns certain trademarks and copyrights hereinafter referred to as the "Intellectual Property."

The Intellectual Property includes all trademark registrations and unregistered trademark usages of IMSE, Reading Venture One LLC, INSTITUTE FOR MULTI-SENSORY EDUCATION, SENSATIONAL SAND, SEE HEAR FEEL THE DIFFERENCE including both word mark and design applications and other certain brands, trademarks and services marks owned and used by IMSE.

The Intellectual Property further includes all copyrights, both registered and unregistered, owned and used by IMSE, any non-registered copyrights in the Materials, any and all authorized or unauthorized video and audio recording created by the School/School District discussing the Materials and any and all authorized or unauthorized modified Materials produced by the School/School District.

IMSE shall have and shall retain ownership of all right, title and interest in and to Materials and Intellectual Property enumerated herein.

Unless expressly indicated otherwise herein by IMSE, even if the School/School District has previously obtained IMSE's written permission to use any Materials, the School/School District agrees to obtain written consent each time before using the Materials enumerated above.

Except as expressly stated herein, the School/School District acknowledges that it has no right, title, or interest of any kind on any legal basis in or to the Materials or the Intellectual Property enumerated above.

Upon termination of this agreement, the School/School District agrees to immediately return to IMSE any printed and/or recorded Materials and/or Intellectual Property that the School/School District may have in its possession or control.

**Indemnification of IMSE**

To the extent allowed by law, the School/School District, and its successors and assigns shall indemnify and hold harmless IMSE and its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns from and against any and all claims, liabilities, losses, costs or expenses, including but not limited to actual attorney fees and related costs and expenses, and damages, whether known or unknown, joint or several, incurred by such parties and related to or arising in any manner whatsoever from the performance of this engagement.

IMSE may, but is not required, to engage at the expense of the School/School District separate counsel of our choice in connection with any legal matter to which this indemnification may relate.

**Limitation of Liability**

IMSE and any of its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns shall not be liable for any loss or damage except as is a direct result of IMSE's intentional breach of any material provision of this engagement or willful misconduct. In no case shall IMSE be liable for special, incidental, consequential, punitive or exemplary damages, including lost profits or lost savings, whether or not such are foreseeable or IMSE has been advised of the possibility of such damage. IMSE's liability, if any, under or in relation to this engagement and the services hereunder will be limited to the amount of payment actually received by IMSE in relation to this engagement.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor will be considered to be an agent, distributor, partner, fiduciary, or representative of the other. Except as authorized herein, neither party will act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

**Confidentiality**

The School/School District shall keep all Materials confidential, and shall not sell, publicize, upload, video record, audio record, loan, rent, giveaway, describe, summarize, or otherwise reveal the Materials or their contents, to any other person or entity. Any breach of these terms automatically terminates your authorized use of the Materials and may be subject to further action.

**Severability**

If any portion of this agreement is determined to be invalid or unenforceable, the parties agree that the remainder of this agreement will be valid and enforceable.

**Entire Agreement**

This agreement represents the entire understanding of the parties relating to the engagement and may not be amended or modified in any respect except in writing signed by the parties.

**Attorney Fees**

If any action or proceeding is instituted to enforce or interpret this agreement, the party prevailing in such proceeding will recover its actual attorneys' fees and related costs and expenses from the other party.

**Notices**

All notices required or permitted to be delivered under this agreement will be sent, if to IMSE or the School/School District, at the addresses set forth in this agreement or to such other name or address as may be given in writing to the other party. All notices under this agreement will be sufficient if delivered by electronic mail or overnight mail.

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

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**Dates of the In-Person Comprehensive OG+ Training are:**

November 9-11, 2022 & January 11-12, 2023  
8:00 AM - 3:30 PM to include lunch and breaks  
in Murfreesboro, TN  
30 contact hours

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Please sign and return the contract and the school purchase order as soon as possible to:

Email: [jessie@imse.com](mailto:jessie@imse.com)

**Signatures below indicate acceptance of the terms outlined in this contract agreement.**

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: Jessica Brandon, IMSE Sales Coordinator

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

## **ATLAS PROGRAM MEMORANDA OF AGREEMENT (TAB 2)**

**STARS (Students Taking A Right Stand):** Will provide a master's level Specialist to work with elementary ATLAS students providing trauma informed care, mental health services, and social-emotional supports for homeless students throughout the district.

STARS will also provide a master's Level Specialist to work with elementary ATLAS students and their parents to reduce chronic absenteeism and improve attendance of students experiencing homelessness.

**POSSIP:** Possip will add a new communication tool for our homeless students and their parents that will communicate to families in over 100 languages. The app will allow schools and parents to easily share information and feedback. The district will be able to analyze feedback from parents to adjust the ATLAS program as needed to meet the needs of our homeless students and families.

**Endure Athletics:** Endure will provide additional after-school and summer programming which will include transportation, snacks, and meals at no cost to students living in motels and shelters.

**The Boys & Girls Clubs of Rutherford County:** will provide summer programming in Smyrna and Murfreesboro at no cost to students who qualify for the ATLAS program. Because we pay for the summer programming, they also do not charge ATLAS students for after school care during the school year.

Recommend Approval---motion to approve the Memoranda of Agreement between STARS, POSSIP, Endure Athletics and The Boys & Girls Clubs of Rutherford County, and the ATLAS Program as presented.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
RUTHERFORD COUNTY BOARD OF EDUCATION  
AND  
STARS Nashville  
FY 22-23**

The Rutherford County Board of Education (RCBOE) agrees to pay STARS Nashville \$62,500 for student assistance services addressing substance misuse, violence, behavioral health issues and other social and emotional barriers to success for K-5 students that are served by the ATLAS program. Services will be provided by a full-time Student Assistance Counselor.

**NATURE OF SERVICE**

**DUTIES AND RESPONSIBILITIES OF STARS**

**A. Intervention/Prevention/Intervention**

- Provide and supervise STARS Counselor to serve designated Rutherford County Schools based upon the agreed level of service detailed above.
- Provide individual and group counseling support sessions for students affected by anxiety, depression, grief, loss, substance misuse, violence, anger, conflict management and other behavioral or mental health issues that interfere with students' abilities to thrive at school.
- Provide intervention and case management services as needed at selected school site(s).
- Provide crisis intervention as needed.
- Conduct prevention activities as directed by the ATLAS Liaison for Rutherford County Schools.
- Engage and collaborate closely with parents and guardians.
- Conduct interventions on behalf of the school with students and families. In such cases, the results and recommendations are then given to the student and appropriate individuals with a release of information that is signed by the student's parent or guardian.
- Collaborate with appropriate Rutherford County staff to coordinate internal and external referrals for student services.
- Collaborate as appropriate with other school and community partners who are providing prevention and intervention activities in the school.
- Conduct peer mediation/conflict resolutions training, restorative circles and program implementation as requested.
- Communicate on a regular basis with designated administrative personnel in order to improve coordination of services.
- Provide annual progress reports to the designated Rutherford County Representative and school administrators.
- Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and RCBOE to ensure the safety of students and staff. In the event of school closing, individual and group counseling support, case management services and classroom education may be provided via tele-health/tele-support services.

**B. General Program Administration**

- Develop and implement program goals and objectives in consultation with the designated Rutherford County Representative.
- Comply with any grant requirements, which support the Rutherford County Schools and STARS services.
- STARS shall safeguard all rights of the student as legally and ethically required in accordance with federal and state laws and regulations.
- STARS agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, religion, creed, color, sex, age, national origin, gender, sexual orientation, gender identity, marital status, veteran status, or disability.
- STARS certifies that all staff working in Rutherford County Schools are in compliance with the terms of TCA§49-5-413 requiring criminal background checks for certain individuals working with students or appearing on the campus of a public school while students are present.

#### **C. Teacher Trainings and Volunteer Management**

- Identify and meet with the school SAP team at pre-arranged times.
- Conduct SAP overviews and SAP in-service presentations in all schools implementing STARS, as directed by the local school administration.

#### **D. Student Training**

- Provide support to student leadership activities.

#### **E. STARS Counselor Training and Staff Development**

- Provide opportunities for STARS Counselors to receive staff development and training regarding specific areas within student assistance.
- Training and staff development could include, but are not necessarily limited to the following trainings: SAP 101, Safety in Relationships, Substance misuse, DCS Reporting, Suicide Prevention, Bullying Prevention, Promoting Positive School Climate, SEL Topics, Mental Health Topics, Restorative Practices, Workplace Relationships, Title VI, Drug-Free Workplace, and others.
- Documentation of professional development and training materials will be provided to the designated Rutherford County representative if requested.

#### **F. Performance Evaluation**

- STARS conducts an annual performance evaluation for each STARS Counselor
- STARS Director of Prevention Services annually evaluates each employee based on feedback received from school sites, as well as from personal observation.
- Staff who do not meet the basic requirements of the position receive a performance improvement plan outlining what steps should be taken to improve performance. Monthly meetings occur until performance improves. Failure to meet minimum requirements may result in termination.
- Upon request, the designated Rutherford County representative may review the performance evaluation and feedback received on the Student Assistance Counselor.

#### **G. Maintenance of Records**

- STARS will maintain accounting records in accordance with generally accepted accounting principles.
- STARS shall comply with all applicable HIPAA and FERPA regulations.

#### **H. Contingent Fees**

- STARS will not be retained or retain any persons to solicit or secure a Rutherford County contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee.

#### **I. Conflicts of Interest**

- STARS warrants that no part of the contract amount shall be paid directly or indirectly to an employee or official of the Rutherford County Board of Education as wages, compensation, or gifts in exchange for

acting as an officer, agent, employee, subcontractor, or consultant to STARS in connection with any work contemplated or performed relative to this agreement.

## **RUTHERFORD COUNTY BOARD OF EDUCATION AGREES TO:**

### **A. Counseling Services**

- Provide opportunities for students to participate in STARS, and small groups or individual counseling, which meet weekly, or as needed
- Provide opportunities for students and staff to understand how to access STARS services.
- Inform parents/guardians of the availability of STARS services

### **B. General Administration**

- Provide for a secure and confidential office space and telephone or telephone access for the STARS Counselors.
- Ascertain that STARS personnel shall secure access to Student PIN Numbers for students who participate in the STARS program for compliance with Outcome Evaluation Measures.
- Agree to hold all information and data relating to a student's participation in STARS as confidential in accordance with Code of Federal Regulations (CFR 42 Part 2) as well as by any federal, state or county statute governing confidentiality.
- Secure commitments from each school to participate in Program Evaluation (student outcomes, school climate information, student and staff satisfaction).
- Provide feedback to STARS Executive Staff as needed or desired.
- Communicate additional funding opportunities to STARS as they become available.
- Provide evaluation feedback about STARS' staff members consistent with the STARS personnel evaluation process.
- STARS will provide a statistical compilation of student, faculty and parent participation, along with a narrative at the end of each school year.

### **C. Parent Trainings**

- Inform parents of all aspects of SAP at the school and opportunities for parent education and involvement.

### **D. Non-Discrimination**

- RCBOE provides equal employment opportunities to all employees and persons served. No person will be discriminated against because of race, religion, creed, color, sex, age, national origin, gender, sexual orientation, gender identity, marital status, veteran status, or disability.
- RCBOE agrees to contact STARS Chief Operation Officer (COO) if there is a complaint of discrimination related to STARS services.

### **E. Fraud, Waste and Abuse**

- RCBOE agrees to report any instance or suspicion of fraud, waste or abuse of STARS resources of any kind. Any knowledge or suspicion of fraud, waste, or abuse should be reported to the STARS (COO).

### **F. Workplace Injuries**

- RCBOE agrees to report any workplace injuries to the STARS COO. STARS staff who are injured are required to file a Worker's Compensation (WC) Claim with STARS Human Resources Department and use the panel of healthcare providers designated by the WC company. Workplace injuries may require the STARS staff member be drug tested.

## **FUNDING AND RATE**

The \$62,500 from the Rutherford County Board of Education represents a portion of the funding. Additional funding is provided through STARS philanthropic support.

Payment will be due to STARS upon the submission of invoice on October 1, 2022; December 1, 2022; February 1, 2023; and April 1, 2023 in the amount of \$15,000 each. STARS Tele-health support services will be invoiced at the same rate as on-site services.

### **PUBLICATIONS**

All publications, press releases, or written descriptions of the program will state that funding is provided in part by the Rutherford County Board of Education.

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Both RCBOE and STARS acknowledge that both STARS and RCBOE are in a contractual relationship and this Agreement does not create an employer/employee relationship or allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employee or agents of one party shall not be deemed or construed to be the employees or agents for the other party for any purpose. STARS being an independent contractor, agrees to carry workers' compensation insurance, and other appropriate forms of insurance for all its employees.

STARS agrees to indemnify and hold RCBOE, its Board member, agents and employees, harmless from any liability claimed against RCBOE related to any action or failure to act by STARS, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability.

### **SIGNATURES**

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Rodger Dinwiddie, STARS

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Rutherford County Schools

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(DATE)

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(DATE)

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE RUTHERFORD COUNTY BOARD OF EDUCATION  
AND  
STARS Nashville  
2022-2023 School Year**

**Student Assistance Services** will be provided to McKinney/Vento Students at designated sites across the district to address issues related homelessness and poverty including alcohol and drug use, and violence and bullying prevention.

Services will be provided two days each week that school is in session. The fees for the above services are \$23,200. Payment for services provided will be rendered by Rutherford County Board of Education (RCBOE) to **STARS** following submission of an invoices. The first invoice will be submitted in December 2022 and the final invoice will be submitted in April 2023.

Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and RCBOE to ensure the safety of students and staff. In the event of school closing, individual and group counseling support, case management services and classroom education may be provided via tele-health/ tele-support services

**STARS** agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of disability, age, race, color, religion, creed, gender, sexual orientation, gender identity or national origin.

Rights to the use of all **STARS** program materials and logos are reserved by **STARS**.

STARS agrees to indemnify and hold RCBOE, its Board member, agents and employees, harmless from any liability claimed against RCBOE related to any action or failure to act by STARS, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability

The undersigned agree to the terms this Agreement as described above.

**SIGNATURES**

\_\_\_\_\_  
**STARS Representative/Title/Date**

\_\_\_\_\_  
**Rutherford County Board of  
Education/Title/Date**



Welcome to the Possip community! Below please find our Statement of Work.

**Statement of Work**

This Statement of Work is effective as of the signed date and is agreed to by the Parties and between Possip, Inc and the signer.

Under this Statement of Work, for an annual price included in your invoice, Possip will provide the following services:

1. Enroll participants into Possip's text-based and email survey platform.
2. Send participants a prompt at the frequency highlighted in your invoice for a text or email survey. Possip surveys will commence at a mutually agreed upon date.
3. Compile the results of survey responses in reports.
4. Provide partners a platform that:
  - a. Allows for customization of 1 additional question per week
  - b. Houses all reports and includes reports summarizing the responses from the previous survey beginning one week after the first survey is sent to participants
  - c. Provides trend and comparative data

Note that surveys and reports will only be provided for weeks where school is in session for at least three school days.

Customer will provide the following support to assist in the provision of the services described in this Statement of Work:

1. Provide general information to participants about the Possip partnership beginning at least one week before weekly surveys are to begin.
2. Provide information about the Possip service, which may include a newsletter, text or other update to teachers including language similar to:
  - a. Parents - we want your thoughts! To allow you to share your honest, timely praise and feedback we are partnering with Possip. Possip helps schools get weekly feedback from the people who matter most to our school's success by sending you weekly texts/emails and putting your feedback into a weekly report for our school.
3. Provide participant contact information to Possip (participants can opt into text or email or both) or for those who opted out clearly delineate those participants.

Note: Possip aims to only request Directory information, in compliance with FERPA.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed as of the date listed above by their respective duly authorized officers.

The undersigned agree to the terms of this agreement as described above.

A handwritten signature in black ink, appearing to read 'Shani Dowell'.

Possip Representative:

Title: Shani Dowell

Date: 12/16/2022

RCBOE Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By accepting the attached quote, the signer agrees to this statement of work and Terms and Conditions are agreed to. *Please consider all parts of this document confidential.*

Signer agrees to the Terms and Conditions attached hereto and incorporated herein by reference. For Possip's privacy policy visit [www.possip.com](http://www.possip.com)

### Terms and Conditions

These TERMS AND CONDITIONS, by and between Possip, Inc. ("Possip") and the signer ("Customer") are effective as of the date set forth in the Statement of Work (the Statement of Work and these Terms and Conditions together, the "Agreement").

- 1) Services. The parties agree to enter into the services provided in the SOW ("Services"). The parties may amend the scope of services by entering into an amended SOW in writing at any time.
- 2) Payment. Without limiting anything in the SOW, Customer shall pay Possip within 30 days after receipt of each invoice. Failure to pay within 60 days after the date of the invoice shall allow Possip to charge interest at the lesser of 1% or the maximum allowable by law on amounts due and owing. In the event that Customer desires to amend the scope of services, Possip will send an updated SOW and invoice.
  - A. Pricing for the contract is outlined below:
    - a. January 2022 - June 2022: \$1,750
    - b. July 2022 - June 2023: \$3,500
    - c. July 2023 - June 2024: \$3,500
- 3) Term and Termination.
  - a. The initial term of the Agreement shall commence on the effective date set forth in the SOW and continue for a period of one (1) year ("Initial Term") unless otherwise terminated in accordance with the Agreement. After the Initial Term, the Agreement shall renew for successive one (1) year periods, unless otherwise terminated, at the then-current rates for the Services.
  - b. Either party shall have the right to terminate this Agreement for any reason upon 30 days' prior written notice. Possip shall have the right to terminate this Agreement at any time upon written notice to Customer of a breach of this Agreement which, if curable, is not cured within 10 days after receipt of such written notice.
  - c. Upon termination, the Services will terminate immediately, and all outstanding monies owed will become immediately due and payable. Customer may keep all Deliverables in its possession. Sections 5-16 of this Agreement will survive.
- 4) License.
  - a. Possip hereby grants to Customer during the term, a non-transferable right to use all deliverables as described in the SOW ("Deliverables") for any internal use and may copy, distribute, display and publish such Deliverables for internal use. Possip agrees that it will not publish, distribute or use any of Customer's Deliverables in any way other than with and for Customer.
  - b. Possip hereby grants to Customer during the term, credentials to log into the [weeklypossip.com](http://weeklypossip.com) or any successor password protected portions of the site to view information. Customer agrees to abide by the Terms of Use for such site, and Possip reserves the right to disable Customer's access if Customer violates the Terms of Use.
- 5) Intellectual Property. Customer acknowledges and agrees that Possip is the owner of various intellectual property

rights, including, but not limited to, copyright and trademark rights in its name and logo, copyright and trademark rights in the design and compilation of the Deliverables, know-how and trade secrets, and all other proprietary rights, copyright, moral rights, trade name, trade dress, design, patent and any other such rights now known or hereafter discovered, whether or not registered or registrable. All rights not expressly granted to Customer by Possip herein are expressly reserved by Possip. Possip at all times retains all right, title and interest in and to all of the intellectual property rights herein.

- 6) Data Use and Privacy. Without limiting anything to the contrary herein, to the fullest extent allowable by law, Possip is the owner of all data collected in connection with performance of the Services, and Possip shall have the express right to use such data as anonymized and aggregated for internal educational and research uses and to license to third parties for educational and research uses. No licensed information will contain any personally identifiable information or will identify Customer by name without express prior written consent of the Customer, provided however, that information such as geography, demographics and size of the school may be included.
- 7) Confidentiality. Each party understands and agrees that in the performance and/or receipt of Services, the other may obtain knowledge of "Confidential Information". The receiving party shall not, without written consent, use or disclose any such confidential information of disclosing party other than to fulfill its obligations under this Agreement. Information shall be considered confidential and subject to this agreement that: (a) is in writing or in other physical form and is marked "Confidential", (b) is orally or visually disclosed as "Confidential", (c) is derived from confidential information; or (d) is generally understood to be of a proprietary and confidential nature. Confidential Information of Possip includes, but is not limited to, information relating to its business or pricing and the contents of Customer's Agreement, to the extent that such information is allowed by law to remain confidential. It is agreed that the receiving party is not responsible for confidentiality of information, which is publicly available or becomes known in the market due to sources outside of the receiving party's control.
- 8) Disclaimers. Possip makes no warranties, express or implied, (a) regarding the accuracy of information contained in the Deliverables or that the Deliverables are error free, (b) that the Deliverables will meet the Customer's needs or requirements, (c) regarding results or outcomes arising from Customer's implementation of changes based on the Deliverables, (d) that the Deliverables are non-infringing, or (e) that the website, and all content contained thereon, including the Deliverables, will be available via Possip's third party host or will function in any environment or that text messages will be delivered. POSSIP DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY, EXPRESS OR IMPLIED, FOR ANY MATTER HEREUNDER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE DELIVERABLES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS.
- 9) Indemnification. To the extent allowed by law, customer agrees to indemnify, defend and hold harmless Possip, its affiliates, its and their employees, officers, directors, agents, successors or assigns from and against all third party claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorney fees) arising out of or relating to Customer's (a) breach of this Agreement, (b) violation of law, (c) negligent acts or omissions of Customer or any of its agents or employees, (d) or implementation of changes based on the Deliverables or Services.
- 10) Limitation of Liability. IN NO EVENT WILL POSSIP, ITS AFFILIATES, ITS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF HOW CAUSED, INCLUDING BUT NOT LIMITED TO WHETHER CAUSED BY TORT, NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE, AND WHETHER OR NOT CUSTOMER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL POSSIP'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER DURING THE IMMEDIATELY PRECEDING 12 MONTH PERIOD.
- 11) Independent Contractor. Nothing herein shall be construed to create the relationship between the parties for any purpose whatsoever of partners, principal and agent, joint venturers or any other similar relationship. Nothing herein shall be construed to give either party the power or authority to act for, bind, or commit the other party, other than as expressly stated herein.
- 12) Force Majeure. Possip shall not be liable to Customer for any loss or damage resulting from any delay or failure in the performance of the Services or other obligations hereunder if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control. Such events, occurrences, or causes, include, without limitation, acts of God, strikes, lockouts, inability to secure materials, riots, acts of war, terrorists acts, governmental actions, pandemics, epidemics, floods, earthquakes, natural disasters, fires and explosions.
- 13) Notices. All notices required under this Agreement shall be in writing and deemed duly given or served when (a) delivered personally, (b) upon delivery when sent by registered or certified first-class U.S. mail, postage pre-paid, (c) upon delivery when sent by commercial overnight carrier, fees prepaid, or (d) by email, with read receipt. All notices shall be delivered to the addresses set forth in the SOW.

- 14) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Customer shall not assign, convey, transfer or sublicense this Agreement, in whole or in part, without prior written consent of Possip. Any such attempted transfer shall be deemed null and void. Nothing herein shall be deemed to limit Possip's ability to assign or transfer this Agreement.
- 15) Governing Law. This Agreement shall be governed by the laws of the State of Tennessee, without giving effect to any conflict of law provision. All claims arising hereunder shall be brought in the State and Federal courts located in Nashville, Tennessee, and the parties hereto irrevocably agree to the venue and jurisdiction thereof. Nothing herein shall be deemed to limit Possip from requiring Customer to submit disputes arising hereunder to arbitration.
- 16) Miscellaneous. No waiver by Possip of any provision herein shall be deemed a further or continuing waiver of any other provision, and any failure by Possip to assert a right shall not constitute a waiver of such right. If any provision herein is adjudged invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions will continue in full force and effect. These Terms and Conditions and the SOW constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements, written and oral with respect to the subject matter hereto.



## Endure Athletics Foundation

1809 Memorial Blvd  
Murfreesboro, TN 37129  
Phone: 615.653.7699  
E-Mail: jbigelow@endureathletics.org  
Web: www.EndureAthletics.Org

Memorandum of Agreement  
Between  
The Rutherford County Board of Education  
And  
The Endure Athletics Foundation  
2022 - 2023 School Year

Endure Athletics is non-profit organization that provides homeless (ATLAS) children and youth a fee-free safe, structured, and encouraging environment to participate in fitness, literacy, mentorship, & academic assistance. Our mission is to enrich their lives through our after school program, school break events, and our 9-week summer camp.

Services will be provided during the 2022 - 2023 school year and as well as the 9-weeks during the summer for the amount of \$15,000.

Payment of services provided will be rendered by the Rutherford County Board of Education (RCBOE) to the Endure Athletics Foundation following submission of invoice.

Endure Athletics Foundation agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, color, religion, sex, or national origin. Endure Athletics Foundation agrees to indemnify and hold RCBOE its members, agents, and employees harmless from any liability claimed against RCBOE related to any action or failure act of Endure Athletics Foundation, its agents, volunteers, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract, and including any claim by a third party for the use of materials by an child, except when such claims arise out of any recklessness of intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and may not indemnify any part from liability. RCBOE is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that Endure Athletics Foundation has such liability.

The undersigned agree to the terms this agreement has described above.

Endure Rep. <u>J. Bigelow</u>	RCBOE Rep. _____
Title <u>Executive Director</u>	Title _____
Date: <u>August 3, 2022</u>	Date _____



**GREAT FUTURES START HERE.**



Memorandum of Agreement  
Between  
The Rutherford County Board of Education  
And  
The Boys & Girls Clubs of Rutherford County  
2023 Summer Program

The Boys & Girls Clubs of Rutherford County (BGCRC) is dedicated to the care of youth in our community after school and during breaks. Our mission is to enable all young people, especially those that need us most to reach their full potential as productive, caring, responsible citizens. In this case financial support is requested to supplement funding of services provided by BGCRC to enroll Rutherford County Atlas students who are members of our Clubs. BGCRC is committed to delivering quality programming and services that provide hope and opportunity through mentoring with an emphasis on character development, academic success, and healthy habits.

Services will be provided for a maximum of 42 days for the summer program. The fees for the above services are not to exceed a total of \$45,000.

Payment of services provided will be rendered by the Rutherford County Board of Education (RCBOE) to the Boys & Girls Clubs of Rutherford County following submission of invoice.

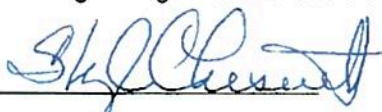
The BGCRC agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on grounds of disability, age, race, color, religion, sex, or national origin. Atlas students will be treated as any other student with regard to behavior and attendance requirements. Parents may be asked to pay a late fee if the child is picked up late, and the child may be dismissed from the program if the child and/or parent fail to follow the rules of the BGCRC.

Boys & Girls Clubs of Rutherford County program materials and logos are reserved for BGCRC.

BGCRC agrees to indemnify and hold RCBOE, its Board members, agents, and employees harmless from any liability claimed against RCBOE related to any action of failure to act of BGCRC, its agents or employees, including but not limited to, any and all such claims by third parties for damages due to personal injuries, property damage, tort, breach of contract or any warranty negligent entrustment, negligence in entering into the contract, and including any claim by a third party for the use of materials by any child, except when such claims arise out of any recklessness or intentionally tortuous act of RCBOE.

RCBOE is a government entity existing under the laws of the state of Tennessee and ay not indemnify any party from liability. RCBOE is governed by the Government Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of the Act, except to the extent that BGCRC has such liability.

The undersigned agree to the terms of this Agreement as described above.



Boys & Girls Clubs of Rutherford County Representative

Rutherford County Board of Education Representative

Date August 18, 2022

Date

**Administrative Office**  
P.O. Box 3343  
Murfreesboro, TN 37133  
Tel 615-890-2582  
Fax 615-893-3698  
[www.bgcrc.net](http://www.bgcrc.net)

**Murfreesboro Unit/Teen Center**  
820 Jones Blvd.  
Murfreesboro, TN 37129  
Tel 615-893-5437

**Smyrna Unit**  
198 Culbertson St.  
Smyrna, TN 37167  
Tel 615-984-4087

**Bedford Unit**  
1055 Madison St.  
Shelbyville, TN 37162  
Tel 931-735-6525

**OFFICERS**

Celeste Middleton  
*President*

Jimmy Pitts  
*President Elect*

Suzanne Eubank  
*VP Operations*

Rebecca Upton  
*VP - Resource Development*

Mike Panesi  
*VP Support Services*

Sonya Leeman  
*Treasurer*

Gina Urban  
*Secretary*

Cheri Frame  
*Past President*

**BOARD OF DIRECTORS**

Yolanda Greene  
Dr. Derek Johnson  
James Lakes  
Tanya Singh  
Brian Sullivan  
Richard Thomas  
Lisa Moore  
Roy Snipes  
Julie Thure  
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Betty Oliver  
Jonathan Beverly  
Dwight Robinson  
Sharon Northern  
Rondell Clark  
Anthony Walker  
Quenshawn Nelson  
Christy Womack  
Lora Smith  
Carmelita Dotson  
Calandra Turner

**CHIEF EXECUTIVE OFFICER**

Sheryl Cheenutt

## MEMORANDUM

DATE: September 6, 2022  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (1)

---

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded after being detained for delinquent charges.

According to Policy 6.318, the Board may approve admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in alternative school.

## MEMORANDUM

DATE: September 6, 2022  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (2)

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The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded for gross disobedience and misconduct.

According to Policy 6.318, the Board may approve admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in alternative school.

## MEMORANDUM

DATE: September 6, 2022  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (3)

---

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded for possession and distribution of marijuana.

According to Policy 6.318, the Board may approve admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in alternative school.

## MEMORANDUM

DATE: September 7, 2022  
TO: Dr. James Sullivan, Director of Schools  
FROM: Monika B. Ridley, General Counsel  
RE: Transfer Student Under Discipline (4)

---

The Board has been requested to admit a transfer student under discipline from another school system. The student was remanded for vaping.

According to Policy 6.318, the Board may approve admissions when a student transfers from another school system while under suspension or expulsion. I recommend that the student be admitted and placed in alternative school.

## Fund 141 - General Purpose School

## Budget Amendment #2

*Fiscal Services*

Function	Object	Description	2023 Budget	Decreases	Increases	Budget
72510	105	Fiscal Services - Supervisor/Director	492,432		11,600	480,832
72510	122	Fiscal Services - Purchasing Personnel	131,915	11,600		143,515
72510 Total			1,743,141	11,600	11,600	1,743,141
			491,473,674	11,600	11,600	491,473,674

This amendment reallocates \$11,600.00 in current budgeted certified & classified pay. The transfer of \$11,600.00 from account 72510-105 to 72510-122 covers the additional amount of pay increase for our purchasing personnel. This amount was already approved in the supervisor salary line of the Fiscal Service budget for the FY22-23 school year. This is a budget neutral amendment and no new funds are being used.

**Recommended Motion:**

To amend current budgeted certified & classified pay by transferring \$11,600.00 from account 72510-105 to 72510-122 as presented.

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Dr. James Sullivan, Director of Schools

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Date

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\_\_\_\_\_, Chairman of the Board

## Fund 141 - General Purpose School

## Budget Amendment #3

*Director of Schools*

Function	Object	Description	2023 Budget	Decreases	Increases	Amended Budget
46511		Basic Education Program	75,277,307		22,786	75,300,093
Total Fund Balance			75,277,307		0	75,300,093

Function	Object	Description	2023 Budget	Increases	Decreases	Amended Budget
72320	189	Director Of Schools - Other Salaries & Wages	418,626	19,340		437,966
72320	201	Director Of Schools - Social Security	53,890	281		54,171
72320	204	Director Of Schools - Pensions	91,266	1,965		93,231
72320	212	Director Of Schools - Employer Medicare	12,603	1,200		13,803
72320 Total			1,387,693	22,786	0	1,410,479
			491,473,674	22,786	0	491,496,460

This budget amendment funds \$22,780 in additional salary and benefits for the RCS Communications Director. Funding for this additional salary increase is derived from additional State BEP funds allocated above the amount that was used for the original revenue budget line for BEP for FY 22-23. This increase is based on RCS certified salary schedule with an administrative index equal to the Middle School Principals.

**Recommended Motion:**

To approve the GPS Fund budget amendment of \$22,786.00 of both revenue and expenditures as presented in detail.

## Rutherford County Schools

### Application for Campus Construction Project

Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan, floor plan and elevations (if applicable), a full estimate, and schedule.

1. School Name *Siegel High School*
2. Principal *Larry Creasy*
3. Project Name *Storage Building*
4. Assistant Principal who is overseeing the project  
*Trey Ondrus*
5. Does project support recreational sports, athletics or education?  
*Education*
6. Does this project meet all gender equity criteria?  
*Yes*
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.)  
*School Wide Storage - Maintenance*
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate.  
*\$13,020*
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources.  
*General Fund*
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name?  
*N/A*  
Do construction plans meet criteria for funding?  
*—*
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan  
*N/A*
12. Do you have a site layout showing where this project will be constructed on campus?  
*See Attachment*
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements?  
*See attached proposed building location*
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required?  
*N/A*
15. Are plans drawn and stamped by Architect/ Engineer?  
*N/A*

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) *No*
17. What is your time line for completion of project? When will it start and when will it be completed? *4-6 weeks for delivery 9/30/22*
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services. *No Cost to BOE*
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? *Gil's Ace Hardware - Subcontractor*



# Quality Outdoor Products

TO PLACE AN ORDER  
1-888-485-5372 or qoporders@gmail.com  
FAX 1800-924-4608  
CUSTOMER SERVICE 1- 888-803-4994

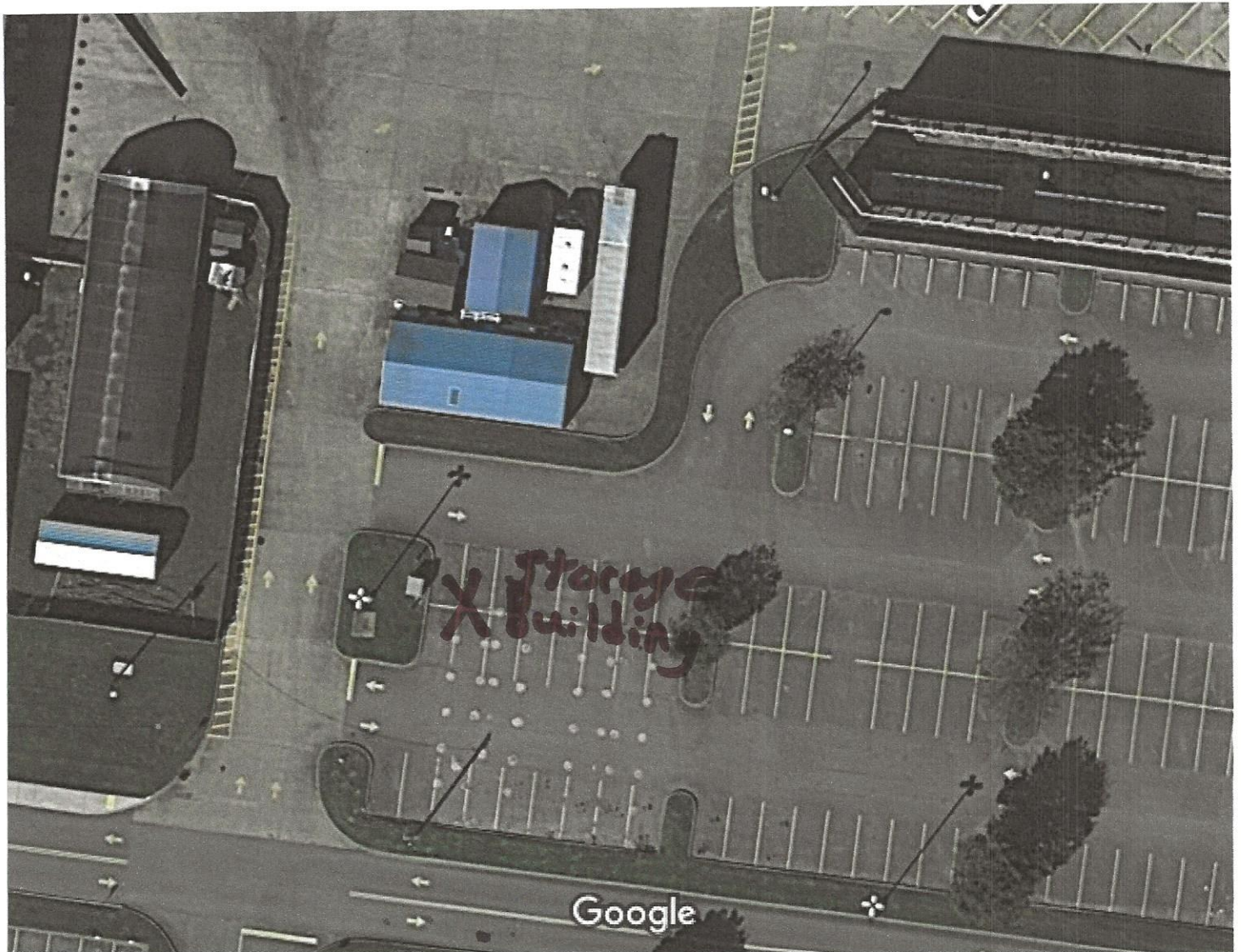
Dealer:	GIL'S ACE HARDWARE		Phone #	615-459-4457		
Address:	415 NISSAN DRIVE SMYRNA, TN 37167					
Invoice # -GA			Date:	8/20/2022		
<b>Customer Info:</b>						
Name:	SIEGEL HIGH SCHOOL		Phone #1	6159043800		
Address:	3300 SIEGEL ROAD		Phone #2	615-504-0308		
City:	MURFREESBORO	State:	TN	Zip Code:	37129	
<b>Order Info:</b>						
<b>Building Type:</b>		<b>Upgrades</b>		<b>Colors / Anchoring</b>		
Model:	Carport	Sheeting Type	Standard Colors	Primary Color:	Blue	
Width	24	Gauge	Std. Gauge	Trim Color:	Blue	
Length	40	Condenstop:	No	Door Color:	White (Included)	
Lean To Width		Storage Area:	None	Anchoring:	Soil / Asphalt	
LT: Leg Height		Lean To	none	Base Price	\$5,040.00	
Total Size:	24 x 40	Lean To Quantity		Base Price includes any selected upgrades.		
<b>Notes:</b>		<b>Options:</b>				
<b>Things you should know:</b> - All frames are 1' shorter that roof (length) except Vertical Roof Enclosure. - Please inform installers of any underground utility lines. WE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES -We are not responsible for Permits, Covenant Searches, or Restrictions. - Lot MUST be level or Unit will be installed "AS IS" on lot. Installers needs 2' to 3' on every side of bldg for working room. - If any additions are made to an existing unit a \$50 service charge will be added to your bill. NO REFUNDS ON SPECIAL ORDERS. - Quality Outdoor Products, Inc. is not responsible for damages due to inclement weather. Quality Outdoor Products is a supplier of materials only. Quality does not engage in, nor is responsible for the general contracting or installation of any materials. Quality does recommend qualified installers that warranty their labor / workmanship. Do not pay labor until you are satisfied. I have read the terms and conditions of this contract. By signing this contract, I agree to all conditions set forth herein and if I should fail to make payment, I understand and agree to allow Quality Outdoor Products, Inc. to repossess unit (as stated above). I will be liable for any and all fees associated with the initial setup and delivery as well as any legal fees incurred by Quality Outdoor Products, Inc.		<b>Description</b>		<b>FT / Qty.</b>	<b>Price</b>	
		Cross Anchors(\$25 ea):				
		Leg Height		8 FT	\$455.00	
		3' braces included on every leg		CLOSED SIDES	2	\$1,520.00
				CLOSED ENDS	2	\$2,890.00
				CLOSED GABLES		
				LEAN TO: CLOSED OUTER WALLS		
				LEAN TO: CLOSE ENDS		
				Sheeting		
				8 x 7 Garage Door	1	\$595.00
				4 FT x 6 FT Walk In Door	1	\$350.00
				SELECT OPTION		
				(Type Custom Option)		
				Cash Sale	<b>Retail (Kit Price):</b>	\$10,850.00
		<b>Tax (inc tax on install):</b>				
		<b>Kit Total (includes tax):</b>		\$10,850.00		
		<b>Minimum Deposit Due (non-refundable):</b>		\$1,627.50		
		<b>Balance:Due on Delivery (not including Install / Delivery fee)</b>		\$9,222.50		
		<b>Delivery and Installation (payable to Installer)</b>		\$2,170.00		
		<b>GRAND TOTAL:</b>		\$13,020.00		
		PMT Method	Check	Deposit:		

Customer Signature

Dealer Signature

8/22/22

Google Maps



Map data ©2022, Map data ©2022 20 ft

## Rutherford County Schools

### Application for Campus Construction Project

Before any request for construction of proposed buildings will be forwarded to the Rutherford County School Board, the following form must be filled out in full and submitted to the Rutherford County Schools Engineering and Construction Department with a letter from the School Principal, a site plan, floor plan and elevations (if applicable), a full estimate, and schedule.

1. School Name Siegel High
2. Principal Larry Creasy
3. Project Name Baseball Turf Project
4. Assistant Principal who is overseeing the project Tray Ondrus
5. Does project support recreational sports, athletics or education? Athletics
6. Does this project meet all gender equity criteria? Yes
7. What department is this project being constructed for? (I.E. Baseball, softball, band, FFA, etc.) Baseball
8. What is the anticipated cost for this project (this should include all utility connection fees, building permits, inspection, and construction). Attach and submit a detailed estimate. \$293,000
9. What is the funding source and are funds currently available: (Grant, Booster Club, etc.) List all sources. Booster Club
10. If a grant or funded by a foundation/donor/ charitable organization, what is the foundations name? N/A  
Do construction plans meet criteria for funding? N/A
11. If funded by a local financial institution, has the loan been approved and who is the guarantor for loan Yes, Siegel Stars Baseball Club Inc
12. Do you have a site layout showing where this project will be constructed on campus? Baseball Field Turf
13. Has RCS Engineering & Construction reviewed project location? Are there any conflicts in utilities or easements? No
14. Has MTEMC, CUD, MWSD or other local utilities been contacted for service connection if required? N/A
15. Are plans drawn and stamped by Architect/ Engineer? N/A

16. Have plans been submitted to Rutherford County Codes or Murfreesboro City Building Codes Offices for review and/or approval. (LaVergne City Codes, Smyrna City Codes, Murfreesboro City Codes) N/A
17. What is your time line for completion of project? When will it start and when will it be completed? November 22 - February 23
18. If stated that construction project is at no cost to school Board all cost should be included in project. This includes electrical, plumbing, and mechanical services. yes
19. Do you have a contractor for constructing/completing the project? What is the name of Contractor? If no, who will be overseeing the project from the community and who will be doing the work? Yes, Warner Athletics

## Title IX High School Checklist

The following information is a guide to assist high school athletic administrators in establishing and maintaining Title IX compliance.

### Accommodation of Interests and Abilities:

Yes /No:

- yes 1. Are interscholastic level participation opportunities for male and female students provided in numbers substantially proportionate to their respective enrollments?
- yes 2. Does your school/district have an assessment tool, such as a survey, to determine whether the current athletic program is meeting students' athletic interests?
- yes 3. Do boys' and girls' teams compete at equivalent levels of competition? (Similar section/state classification levels)
- yes 4. Does your school's athletic department have a "cut" policy that is equivalent for athletes who try-out for boys' and girls' teams?
- yes 5. Does your school provide intramural sport programs for both boys and girls?
- yes 6. Does your school offer all the sports which are available in neighboring districts/regions?

### Coaches:

Yes/ No:

- yes 1. Does your school/district have a written non-discriminatory policy or procedure for determining the number of coaches (full-time, part-time, head, assistant and volunteer) assigned to teams and coaches' qualifications?
- yes 2. Does your school's athletic department apply the same criteria when hiring coaches of girls' and boys' teams? (Such as: experience, training, background)
- yes 3. Does your school's athletic department or district ensure the coach to athlete ratio is the same for all boys' and girls' teams.
- yes 4. Are the number of volunteer coaches equivalent for boys' and girls' teams?
- yes 6. Are coaches of boys' and girls' teams available to athletes for an equivalent amount of time?
- yes 7. Are coaches of girls' and boys' teams receiving equivalent compensation?
- yes 8. Do coaches of girls' and boys' teams have equivalent qualifications?

## Equipment and Supplies:

The goal is to ensure that regardless of gender or team, the students should be supplied with equal caliber equipment. The cost of equipment will vary by sport, but the quality of the equipment and supplies must be equivalent. Booster clubs purchasing equipment and supplies **IS** considered to be part of the "school" and must be taken into account when answering questions in this area.

Yes/No:

- yes 1. Does your school's athletic department have a written nondiscriminatory policy or procedure for providing, maintaining, and replacing equipment and supplies?
- yes 2. Does your school's athletic department have a maintenance and replacement schedule for equipment, supplies and uniforms which is equitable for all teams?
- yes 3. Do all boys' and girls' teams receive new uniforms and equipment on an equitable rotation?
- yes 4. Are boys' and girls' teams provided an equivalent number of uniforms?
- No 5. Are any teams required to share uniforms? If so, is uniform sharing equitable for boys' and girls' teams?
- yes 6. Are boys' and girls' teams provided an equivalent amount of other equipment and supplies?
- yes 7. Are boys' and girls' teams provided an equivalent quality of uniforms?
- yes 8. Are boys' and girls' teams provided an equivalent quality of other equipment and supplies?
- yes 9. Does your school's equipment storage areas provide an equivalent amount of storage space for girls' and boys' teams?
- yes 10. Are the locations of equipment storage areas equivalently convenient for boys' and girls' teams, (e.g., distance from locker rooms, practice and competitive facilities)?
- yes 11. Are the hours the equipment storage is open and equipment available, equivalent for girls' and boys' teams?
- yes 12. Are student managers equivalently available to girls' and boys' teams?
- yes 13. Are equivalent uniform laundry services available to girls' and boys' teams?
- yes 14. Are boys' and girls' teams provided with equipment and supplies of equivalent suitability (e.g., equipment that is regulation, officially sanctioned, meets rules or specifications)?

### **Locker Rooms, Practice and Competitive Facilities:**

**Yes/ No:**

- yes 1. Does your school's athletic department have a written nondiscriminatory policy or procedure for determining the use and availability of locker rooms, practice, and competitive facilities?
- yes 2. Are the competitive facilities for boys' and girls' teams available to male and female athletes on an equivalent basis?
- yes 3. Are the competitive facilities for boys' and girls' teams of an equivalent quality?
- yes 4. Are the practice facilities for boys' and girls' teams available to female and male athletes on an equivalent basis?
- yes 5. Are the practice facilities for boys' and girls' teams of an equivalent quality?
- yes 6. Do boys' and girls' teams share the prime facility?
- yes 7. If any teams get "bumped" out of their scheduled facility, does it happen to both girls' and boys' teams?
- yes 8. If any teams have to share their practice facility with other activities, such as intramural sports or PE classes, does it happen to both boys' and girls' teams?
- yes 9. Are girls' and boys' teams equivalently responsible for the maintenance and preparation of their practice and competitive facilities? Such as, sweeping or cleaning the facilities before practice, or raking/weeding the softball or baseball fields.
- yes 10. Are boys' and girls' teams provided an equivalent quality, size and number of locker rooms?
- yes 11. Is the assignment of individual lockers equivalent for female and male athletes?
- yes 12. Are boys' and girls' lockers of comparable size?
- yes 13. Are boys' and girls' locker rooms within equivalent proximity to practice and competitive facilities, training rooms, and weight rooms?
- yes 14. Are boys' and girls' teams provided equivalent exclusivity of locker rooms, i.e., are teams provided their own locker room during their teams' season?

### **Medical and Training Facilities and Services:**

**Yes/No:**

- yes 1. Does your school's athletic department have a written policy or procedure for providing medical and training facilities and services to male and female athletes?

- yes 2. Are medical personnel equivalently available to male and female athletes?
- yes 3. Does your school's athletic department provide equivalent access to the weight room for male and female athletes?
- yes 4. Are girls' and boys' teams scheduled times for using the weight room on an equivalent basis? Prime times?
- yes 5. Does your school's athletic department provide weights and workout equipment on an equivalent basis for female and male athletes?
- yes 6. Are weight training and/or strength conditioning programs available on an equivalent basis for male and female athletes?
- yes 7. Does your school's athletic department provide equivalent access to the training room for female and male athletes?
- No 8. Is any team given priority access to training room services?
- yes 9. Are all athletes served on a first come, first served basis?
- yes 10. Is the training room located within an equivalent proximity to boys' and girls' locker rooms, practice and competitive facilities?
- yes 11. Are athletic trainers equivalently available for female and male athletes during practice and competition?
- yes 12. Are the athletic trainers assigned to boys' and girls' teams equivalently qualified?
- yes 13. Are girls and boys provided access to weight training and conditioning facilities of equivalent quality?
- yes 14. Are boys and girls provided equivalent access to health, accident, and injury insurance coverage?

### Publicity:

Yes/ No:

- yes 1. Does your school's athletic department have a written non-discriminatory policy or procedure for providing publicity services to boys' and girls' interscholastic athletic programs?
- yes 2. If sports information services are available (e.g., specific personnel assigned to covering teams' events, keeping statistics, reporting scores, etc.), are they equivalently available to girls' and boys' teams?

yes 3. Are the following publicity resources equivalently available to male and female athletes?

- Trophy cases
- Banners displayed
- Posters displayed
- Team photographs
- Pep band at games
- Cheerleaders at home games
- Cheerleaders at away games (season and playoffs)
- Pep Rallies before games
- Television broadcast of events
- Radio broadcast of events
- Television Advertising
- Radio Advertising
- Local newspaper articles
- Local newspaper advertising
- School newspaper articles
- School newspaper advertising
- Marquee Advertising
- Daily Announcements-upcoming events and competition results

yes 4. Does your school's athletic department provide an equivalent amount of publications for boys' and girls' teams, such as flyers, schedule calendars, and game programs or rosters?

yes 5. Is the District providing an equivalent quality of publications for boys' and girls' teams?

yes 6. Is the distribution of publications equitable for female and male athletes? For example, do athletes distribute their own publications, or do some teams have their advertising flyers and programs distributed by others (such as the Spirit Squad)?

yes 7. Do both male and female teams have equivalent access to use the video equipment (video camera, VCR, monitor)?

yes 8. If available, are boys' and girls' teams provided equivalent access to videotapes of games for review after competition, or for college recruiting highlight tapes?

yes 9. Does your school's athletic department provide equivalent promotions for boys' and girls' teams?

### **Scheduling:**

Yes/No:

yes 1. Does your school's athletic department have a written non-discriminatory policy or procedure for establishing competitive and practice schedules and permitting pre-season or post-season competition?

- yes 2. Are teams scheduled to compete in an equivalent percentage of their maximum allowable number of competitions?
- yes 3. Do boys' and girls' teams share the prime time, or preferred competitive time slots?
- yes 4. Do boys' and girls' teams share the preferred time for scheduled practice?
- yes 5. Are boys' and girls' teams provided equivalent opportunity to practice on the preferred days?
- yes 6. Are boys' and girls' teams provided an equivalent amount of practice time?
- yes 7. Are boys' and girls' teams practicing an equivalent number of days each week?
- yes 8. Are girls' and boys' teams given equivalent opportunity to participate in pre-season competition?
- yes 9. Are boys' and girls' teams given equivalent opportunity to participate in post-season competition?

### **Support Services:**

**Yes/ No:**

- yes 1. Does the District have a non-discriminatory written policy or procedure for providing administrative, secretarial, and clerical support services to the girls' and boys' interscholastic athletic programs?
- N/A 2. Is an equivalent amount of secretarial time available to coaches of girls' and boys' teams?
- yes 3. Do all teams have equivalent access to clerical equipment?
- yes 4. Is equivalent office space provided to coaches of girls' and boys' teams?
- yes 5. Do coaches have equivalent office equipment, furniture, and office space? (such as computers, printers, typewriters, access to telephone)
- yes 6. Are all coaches offices located in close proximity to locker rooms, practice and competitive facilities?

### **Travel and Per Diem:**

The goal is to ensure that regardless of gender or team, that the students should receive equal transportation, time to warm-up and pre/post game meals. At the interscholastic level, most districts provide transportation. However, you cannot have a luxury charter bus for one team and a standard school bus for another. Most of the housing issues are not applicable to the high school level.

Yes/No:

- yes 1. Does your school's athletic department have a written nondiscriminatory policy regarding travel arrangements, amount of traveling time to allow adequate warm-up time, factors in determining how a team will travel, and per diem allowances?
- yes 2. Are boys' and girls' teams provided an equivalent type of transportation, such as school bus, private car, or district owned vans?
- yes 3. Are male and female athletes allowed an equivalent amount of excused time from school for attending their athletic events?
- yes 4. When traveling to away competitions, are teams provided an equivalent amount of warm-up time before competition, based on the needs of each sport?
- yes 5. Are all athletes provided an equivalent amount of meal money, for example, when traveling to state competitions?
- yes 6. Are pre-game and post-game meals provided equivalently for girls' and boys' teams?
- yes 7. If the District provides housing and meals when traveling, are boys' and girls' teams provided an equivalent quality of hotel and restaurant?
- yes 8. When traveling to away competitions, is the number of athletes assigned to each room equivalent for boys and girls?

Capital Improvement Project  
Request from Siegel High School to install turf on baseball field  
September 2022

Siegel High School, Principal Larry Creasy

Siegel Stars Baseball Club

1. Siegel Stars Baseball Club is asking permission from the Rutherford County School Board to install turf on the baseball field. The "turf project" will be funded through the Siegel Stars Baseball Club. This project supports the SHS baseball team. We will not ask for any funding from the Rutherford County School Board.
  - a. Siegel Stars Baseball Club has secured a 5year \$\_\_\_\_\_ loan from Wilson County Bank.
  - b. The baseball club plans to maintain a separate turf project checking account, for future fundraising activity pertaining to the turf.
  - c. The Siegel Stars Baseball Club's yearly financial contribution to the turf project will be annually to Wilson County Bank and Trust.
  - d. The Siegel Stars Baseball Club has secured 17 major field sponsors that are committed to pay \$1,000 (10), \$2,000 (3), or \$5,000 (4) per year for 5 years for a total of \$180,000 committed.
  - e. The Siegel Stars Baseball Club hopes to have the loan paid off in five years. Money will be saved because there will be less field maintenance with turf.

Break down of annual payments, due at the end of each year, starting 2023

Down Payment of \$60,000

\$30,000	donations from pledges, due by Dec 1, 2022
\$10,000	host tournaments, summer 2023
\$8,000	savings from field maintenance redirected
\$7,000	normal contributions

Break down of annual payments due at the end of the year starting in 2023.

1. \$36,000 committed annual donations from (17) field sponsors for 5 years with additional sponsors to be committed annually.
2. The total loan amount borrowed from Wilson Bank and Trust is \$\_\_\_\_\_. The total construction cost is \$292,277 from Warner Athletics Construction. The quote is attached. This is an unsecured loan. An overview of the loan terms are shown below. Wilson Bank and Trust will provide a term sheet.
  - a. Borrower: Siegel Stars Baseball Club
  - b. 60 month unsecured loan, interest only ,non-renewable after five years if not paid in full
  - c. Interest payments can be made quarterly, semi-annually or annually (starting 12 months from actual loan date)
  - d. \$60k payment will be paid for a down payment.
  - e. \_\_\_\_\_ will be paid for 1<sup>st</sup> payment in 2023
  - f. Equal annual payments will be made for the remainder of the\_\_\_\_\_ consecutive years of the loan.

- g. All money used for this project will flow through the Siegel High Turf Project account until Siegel Stars Baseball Club 5013c status is complete which is managed by the parents of the Siegel High School baseball team.
- h. No pre-payment penalty if paid off early.
- i. Barring weather and material delays, construction will be started in November 2022 with a target completion of the first week in February 2023.
- j. Warner's Athletic Construction completed Oakland High School's turf project in 2021.

Construction Budget Overview (see quote details attached)

PROPOSED COSTS FOR PROJECT:

Turf Infield 30,000 sq ft

\$ 292,722.00

PAYMENT SCHEDULES

25% initial billing upon commencement of project for mobilization and materials to site.

50% upon completion of drains, aggregate installation and upon turf arrival.

20% upon completion of turf install.

5% upon completed punch list.

We will run the finances through Siegel High until the 501c status is completely approved by the IRS and then will have opened a separate checking account for the turf project and all funds will run through this. Jennie Tatum, President, Steve Underwood, Vice-President, and Nicole Ballou, Treasurer, will be listed on the bank loan, however, will not be personally responsible for any of the loan payments during the financial terms.



# **Siegel High School Baseball Synthetic Turf**

**BUDGETARY**

August 17, 2022

## **DESCRIPTION OF PROPOSED CONSTRUCTION PROJECT**

Warner's Athletic Construction ("WAC") proposes, based on our discussions to provide and install approximately 30,000 sq. ft. of synthetic turf using Shaw Tru Hop 1.65" infield and Shaw Momentum HP 1.75" Foul Area Grass.

### **WAC SCOPE OF WORK FOR INSTALLING SYNTHETIC TURF SYSTEM:**

WAC will:

- Lay out.
- Excavate approximately 8" of existing materials.
- Establish sub-grade, laser grade and roll to compact.
- Install nailer boards around the perimeter.
- Install geo-textile liner on the sub-grade as a barrier between the soil and the stone.
- Install, laser grade and compact 4" of WASHED #57 crushed limestone drainage base material as well as a 2" layer of a washed #89 stone.
- Install approved Shaw synthetic turf system.
- New base plugs and anchors.
- Provide materials for replacement batters boxes in synthetic turf.
- Installation of 1 replacement set of batter's boxes.
- Install all logos per discussions and pricing approval.

### **TURF MATERIALS PROVIDED BY WAC:**

- Geo textile fabric and drainage.
- Crushed stone for base.
- All turf and infill materials.
- All materials/ equipment necessary for installation.
- WAC will provide all Shaw sports turf synthetic turf system.
- Shaw Tru Hop 1.65 and Shaw Momentum HP 1.75 and TruHop 2.5 on mound.

### **ASSUMPTIONS:**

- All spoils to be dumped and graded on site.
- All asphalt entrances, parking lots and roads are installed at thickness to handle the pressure of several dump trucks loaded with approximately 70,000#'s. WAC is not responsible for repairing damaged asphalt from the construction process.
- Existing drain structures are adequate.
- Contract should be provided and mutually agreeable to both parties.

- Provide reasonable and clear access to the job site during the hours from 7am to 7pm.
- Provide parking on location as well as adequate staging for materials
- Allow for work on the site on all days (including Saturday and Sunday) when permitted by local ordinance.

## **EXCLUSIONS**

- Bond, Permits and Taxes not included
- Assumes all access roads can withstand the stress of construction traffic. WAC is not responsible for the repairs of any campus access roads or streets.
- Off field Drainage costs. Any additional pipe or structures beyond the perimeter of each field.
- Off field Irrigation repairs and re-routing the main water lines from under the perimeter of each field and to irrigate the common areas between the fields.
- Any surface drain culverts.
- Proposal assumes appropriate digging conditions. Unsuitable soils or excessive rock structures will be removed and replaced at an additional cost.
- Repair of any work completed by WAC, but damaged by another contractor will be repaired at an additional cost.
- Removing/ moving any fencing.

## **WORK COMPLETED BY WAC BEYOND DESCRIBED SCOPE**

The Client may, from time to time, request changes in the scope of the services of WAC to be performed under this Agreement. Such changes, including any increase or decrease in the amount of WAC compensation, will be mutually agreed upon by and between the Client and WAC prior to the work commencing. Such changes shall be incorporated into a Change Order that will be signed by the Client and WAC and will become a part of this Agreement.

## **PROPOSED COSTS FOR PROJECT**

### **Options:**

<b>Turf Infield</b>	<b>30,000 sq ft</b>	<b>\$ 292,722.00</b>
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## **PAYMENT SCHEDULES**

25% initial billing upon commencement of project for mobilization and materials to site.

50% upon completion of drains, aggregate installation and upon turf arrival.

20% upon completion of turf install.

5% upon completed punch list.

\*If plate and mound option is chosen all funds are due upon completion

Payments made to:	Warner's Athletic Construction
	570 Huntly Industrial Drive
	Smyrna, Tennessee 37167

### **PRICING AND INFORMATION DISCLAIMER**

This proposal and all pricing herein are intended only for the Client identified in this document, and any and all pricing information shall remain confidential between Warner's Athletic Construction and the Client aforementioned. Pricing is valid for thirty (30) days from the issuance of the proposal to Client.

### **ACCEPTANCE**

By signing below, I agree to all the terms listed herein. Upon completion of project any unpaid balance due on account is subject to an 18% annual late charge or service charge. In the event WAC institutes legal proceedings to collect any remaining balance on project, or company needs to retain counsel, collection agency or undergo any other expense to collect balance due, the undersigned agrees to pay for attorney fees, court costs, collection fees, filing fees, etc.

### **Siegel Baseball:**

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date:

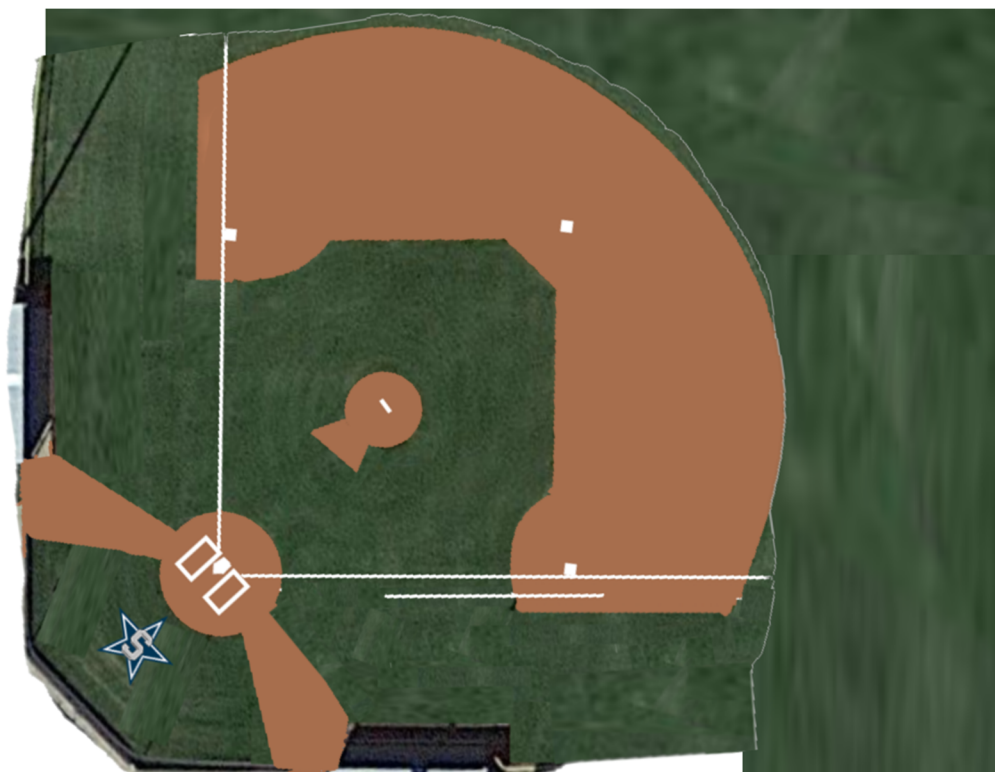
Its: Director of Athletics

### **Warner's Athletic Construction**

\_\_\_\_\_  
By: Lou Warner/ Russ Russell

\_\_\_\_\_  
Date:

Its: President/ Vice President



## RUTHERFORD COUNTY BOARD OF EDUCATION JOB DESCRIPTION

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**Job Title:** Special Transportation Coordinator

**Terms of Employment:** Twelve Months

**Immediate Supervisor:** Transportation Director

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### **JOB GOAL:**

Plans, directs, coordinates and oversees all functions pertaining to the operation of Special Transportation. This position will be responsible for all aspects of transporting students for learning loss programs including, summer camps, summer school, Atlas and other programs yet to be determined.

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### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Develop and administer a transportation program to meet all requirements of the daily instructional program, special learning loss programs, and summer camp
  - Coordinate special transportation of Homeless students with Atlas Coordinator and School officials
  - Coordinate special transportation for Alternative School Students
  - Coordinate special transportation for Title programs with school officials
  - Compile Data for local, state and federal reports.
  - Assist in the enforcement of all federal state and district regulations, policies and procedures
  - Resolves Special Transportation related customer service complaints
  - Assist with all areas of transportation routing when needed
  - Any other duties that may be assigned by the Transportation Director
- 

**QUALIFICATIONS:** High School diploma is required. Completion of a two-year college degree program (Associate Degree) is desired. 5 years of transportation routing experience.

Commented [WB1]:



PRINCIPAL: DR. MARK J. GONYEA  
ASSISTANT PRINCIPAL: MRS. ANNA STURM

7182 OTTER POND WAY • CHRISTIANA, TN 37037 • (615) 904-6790  
WWW.PES.RCSCHOOLS.NET • FAX (615) 904-6791

August 17, 2022

Dear Dr. Sullivan,

I request that an outdoor, concrete 200-meter walking track be installed at Plainview Elementary School. It is slated to be funded by grants from Coordinated School Health and will be at no cost to the Board or the school.

Thank you for your consideration of this request.

Respectfully,

Dr. Mark J. Gonyea  
Principal  
Plainview Elementary School

*Excellence is in Plainview*

REAL ESTATE PURCHASE AGREEMENT  
(5104 Baker Road, Murfreesboro, TN)

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), between John L. Batey, Jr. and Melissa W. Batey (collectively "Seller"), and the Rutherford County Board of Education ("Buyer").

Background

Buyer wishes to purchase a house and yard consisting of approximately 2.29 acres located at 5104 Baker Road, Murfreesboro, Rutherford County, Tennessee, as more particularly shown on Exhibit "A", being Tax Map 071, Parcel 30.01-000, together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (the "Property").

Seller wishes to sell the Property to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

1. PURCHASE PRICE AND PAYMENT

1.1 Purchase Price; Payment. The total Purchase Price for the Property shall be the appraised value of the house as determined by an appraisal mutually acceptable to Buyer and Seller or as otherwise agreed by Buyer and Seller ("Purchase Price"). The Purchase Price shall be paid in cash at closing. If the Buyer and Seller do not reach an agreement upon a mutually acceptable price, Buyer or Seller may terminate this Agreement by written notice to the other party.

1.2 Earnest Money Deposit. An earnest money deposit in the amount of Five Thousand Dollars (\$5,000) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within three (3) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.

1.3 Prorations. Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date.

1.4 Closing Costs.

(a) Seller shall pay:

(1) For the costs to prepare the Warranty Deed; and

- (2) Seller's attorneys' fees.
- (b) Buyer shall pay:
  - (1) Any transfer taxes on the deed;
  - (2) The costs of the title insurance;
  - (3) The costs of any Phase I environmental site assessment to be obtained by Buyer, if any;
  - (4) The costs of a Survey at the Property;
  - (5) The costs of recording the deed; and
  - (6) Buyer's attorneys' fees.

## 2. INSPECTION PERIOD AND CLOSING

2.1 Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer (the "Effective Date") and ends at midnight one hundred eighty (180) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all books, records and accounts of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Seller shall cooperate with and assist Buyer in making such inspections and reviews and in obtaining any governmental approvals of its contemplated use of the Property. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement.

2.2 Buyer's Termination Right. Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to go forward with this Agreement to Closing, which election shall be made by notice to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If such notice is timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become nonrefundable except for the failure of a closing condition or the default of Seller hereunder.

2.3 Time and Place of Closing. The Closing shall take place at the offices of Escrow Agent at 10:00 A.M. no later than thirty (30) days after the Rutherford County Commission approves funding and the Rutherford County Board of Education approves the purchase of the Property, or at such other time and place and in such manner as Seller and Buyer may agree.

### 3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

3.1 Title. Seller is the owner in fee simple of all of the Property.

3.2 Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

3.3 Environmental Matters. To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, material amounts of hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. To the best of Seller's knowledge the Property contains vegetation, animal species or significant historic/archaeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.

3.4 Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

### 4. POSSESSION: RISK OF LOSS

4.1 Possession. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.

4.2 Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:

(a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Earnest Money Deposit; or

(b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

4.3 USA Patriot Act.

(a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

## 5. TITLE MATTERS

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, in Seller's possession. During the Inspection Period Buyer may order a title insurance commitment from a national title insurance company acceptable to it and a current survey from a reputable surveyor. Buyer will have thirty (30) business days after its receipt of both the title insurance commitment and survey within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in Buyer's written notice to Seller shall be deemed a "Permitted Exception". Seller shall use reasonable and diligent efforts to cure all objections to title or survey by Closing. If such title defects and/or objections are not cured within said period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property subject to them.

## 6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:

(a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.

(b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.

(c) Buyer must be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.

(d) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.

(e) Buyer receiving any easements from Seller which Buyer determines are reasonably needed for the Buyer's intended use of the Property.

(f) Approval of funding for the purchase of the Property by the Rutherford County Commission.

(g) The simultaneous closing of the sale of the property consisting of approximately 71 acres more or less on Baker Road which is a portion of Tax Map 071, Parcel 30.00 to the Buyer or its assigns which is under a separate contract.

(h) Buyer shall have received the following in form reasonably satisfactory to Buyer:

(1) A warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and

(2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein; and

(3) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

If any of the above contingencies are not satisfied to Buyer's satisfaction within Buyer's sole discretion, the Buyer may elect to either: (1) terminate this Agreement and receive a full refund of the Earnest Money Deposit; or (2) extend this Agreement by an additional thirty (30) days to give Seller time to satisfy the contingency, or (3) waive the contingency and proceed to closing.

6.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement and the simultaneous closing of the purchase of the parcel consisting of approximately 59.1 acres, more or less, being a portion of Tax Map 071, Parcel 30.00 under a separate contract by the Buyer or its assigns.

## 7. BREACH; REMEDIES

7.1 Breach by Seller. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii) enforce this Agreement by suit for specific performance; (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach; or (iv) in the case of a willful breach by Seller after Buyer has elected to go forward beyond the Inspection Period to Closing, Buyer may bring an action against Seller for damages, after notice to Seller of such willful breach and the expiration of a period of thirty (30) days from such notice, during which Seller shall have the opportunity to cure such willful breach.

7.2 Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination). *BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A*

REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

8. MISCELLANEOUS

8.1 Commissions.

8.2 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller: John L. Batey, Jr. and Melissa W. Batey  
5104 BAKER RD  
MURFREESBORO, TN 3729  
Telephone: 615-838-2500  
Email: melwbatey@gmail.com

With a copy to Seller's Counsel: Bricke Murfree  
Murfree & Goodman, PLLC  
805 South Church St, Ste 21  
Murfreesboro, TN 37130  
Telephone: 615-867-0835

As to Buyer: Rutherford County Board of Education  
Attn: James Sullivan  
Southgate Blvd.  
Murfreesboro, TN 37130

With a copy to Buyer's Counsel: Jeff Reed  
16 Public Square North  
Murfreesboro, TN 37130  
Telephone: (615) 893-5522  
Facsimile: (615) 849-2135  
Email: jreed@mborolaw.com

With a copy to Escrow Agent: Hudson, Reed & Christiansen, PLLC  
(if required) 16 Public Square North  
Murfreesboro, TN 37130  
Telephone: (615) 893-5522  
Facsimile: (615) 849-2135

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

8.3 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all

costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This section shall survive the Closing or a prior termination hereof.

8.4 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8.5 Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.

8.6 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

8.7 Harvesting of Crops. Seller shall be entitled to harvest any crops on the Property before Closing, but Buyer is not responsible for any crop damage due to any testing or inspection work on the Property.

8.8 Removal of property. Seller shall be allowed to remove any property from the house and any improvements on the Property prior to Closing.


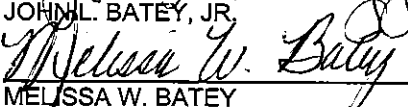
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"BUYER"

RUTHERFORD COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman

"SELLER"

  
\_\_\_\_\_  
JOHN L. BATEY, JR.  
  
\_\_\_\_\_  
MELISSA W. BATEY

### JOINDER OF ESCROW AGENT

1. Duties. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.

2. Indemnity. Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.

3. Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.

4. Tax Identification. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.

5. Continuing Counsel. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

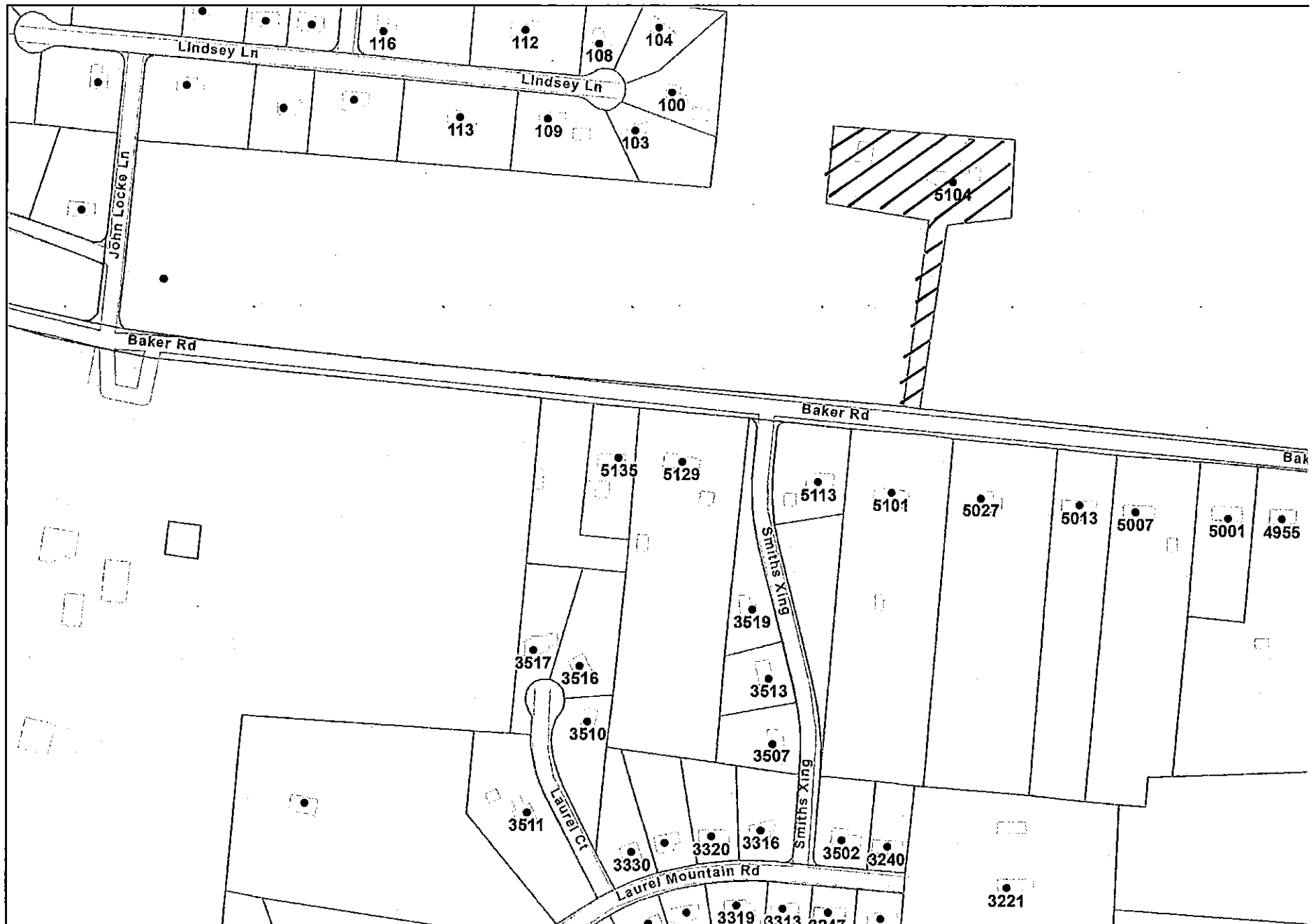
HUDSON, REED & CHRISTIANSEN, PLLC

By: \_\_\_\_\_  
Its Authorized Agent

Date: \_\_\_\_\_

EXHIBIT "A"

# 5104 Baker Rd



**REAL ESTATE PURCHASE AGREEMENT**  
(Approximately 59.1 Acres on Baker Road, Murfreesboro, TN)

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), between John L. Batey, Jr. and Melissa W. Batey (collectively "Seller"), and the Rutherford County Board of Education ("Buyer").

**Background**

Buyer wishes to purchase real property on Baker Road, Murfreesboro, Rutherford County, Tennessee consisting of approximately 59.1 acres, more or less, owned by Seller, as more particularly shown on Exhibit "A", being a portion of Tax Map 071, Parcel 30.00, together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, together with all trade names, franchises, licenses, permits, development rights and approvals, deposits, credits, petroleum and mineral interests and royalties, water rights and other intangibles owned or utilized by or for the benefit of Seller in connection therewith (the "Property").

Seller wishes to sell the Property to Buyer;

In consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of Ten Dollars (\$10.00) paid to Seller by Buyer, the receipt of which is hereby acknowledged, Seller agrees to sell to Buyer and Buyer agrees to purchase the Property from Seller, subject to the following terms and conditions:

**1. PURCHASE PRICE AND PAYMENT**

1.1 **Purchase Price; Payment.** The total Purchase Price for the Property shall be determined by multiplying Eighty Thousand and 00/100 Dollars (\$80,000.00) per acre based on a survey to be obtained by Buyer ("Purchase Price"). The Purchase Price shall be paid in cash at closing.

1.2 **Earnest Money Deposit.** An earnest money deposit in the amount of Five Thousand Dollars (\$5,000) ("Earnest Money Deposit") shall be deposited with Escrow Agent by Buyer within three (3) business days after the Effective Date. All deposits made as earnest money shall be deemed included within the meaning of the term Earnest Money Deposit for all purposes. The Earnest Money Deposit shall be held as specifically provided in this Agreement and shall be applied to the Purchase Price at Closing.

1.3 **Prorations.** Ad valorem taxes and matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of midnight of the day preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates or with exemptions that would result in additional taxes and assessments for prior tax years or for the Closing tax year being assessed because of supplemental taxes resulting from delayed assessments or other causes, including without limitation Buyer's change in land usage or the change in ownership of the Property attributable to Buyer's acquisition of the Property (known variously as "rollback", "agricultural recoupment" or "school board revaluation" taxes), Seller shall pay all such taxes and assessments when due, prorated as of midnight of the day preceding the Closing Date.

**1.4 Closing Costs.**

(a) Seller shall pay:

- (1) For the costs to prepare the Warranty Deed; and
- (2) Seller's attorneys' fees.

- (b) Buyer shall pay:
- (1) Any transfer taxes on the deed;
  - (2) The costs of the title insurance;
  - (3) The costs of any Phase I environmental site assessment to be obtained by Buyer, if any;
  - (4) The costs of a Survey of the Property;
  - (5) The costs of recording the deed; and
  - (6) Buyer's attorneys' fees.

## 2. INSPECTION PERIOD AND CLOSING

2.1 Inspection Period. Buyer shall have an Inspection Period which begins on the next business day following the date upon which the Agreement, fully executed by Seller, Buyer and Escrow Agent, has been received by Buyer (the "Effective Date") and ends at midnight one hundred eighty (180) days later ("Inspection Period"). Buyer shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence and to inspect all books, records and accounts of Seller related thereto. Buyer and Buyer's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Seller related thereto (including without limitation title information, surveys, environmental assessment reports and other information concerning the condition of the Property), at reasonable times during the Inspection Period for the purpose of inspecting the Property, taking soil and ground water samples, conducting hazardous materials and wetlands inspections, tests and assessments, reviewing the books and records of Seller concerning the Property and otherwise conducting its due diligence review of the Property. Buyer hereby agrees to indemnify and hold Seller harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Seller shall cooperate with and assist Buyer in making such inspections and reviews and in obtaining any governmental approvals of its contemplated use of the Property. Seller shall make available to Buyer such of the foregoing as may be in Seller's possession in order to facilitate Buyer's due diligence. Seller shall give Buyer any authorizations which may be required by Buyer in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement.

2.2 Buyer's Termination Right. Within the Inspection Period, Buyer may, in its sole discretion, for any reason or for no reason, elect whether or not to go forward with this Agreement to Closing, which election shall be made by notice to Seller given within the Inspection Period. If such notice is not timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder, except any which expressly survive termination, shall terminate, whereupon Escrow Agent shall forthwith return to Buyer the Earnest Money Deposit. If such notice is timely given, this Agreement and all rights, duties and obligations of Buyer and Seller hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, become fully binding and the Earnest Money Deposit shall become nonrefundable except for the failure of a closing condition or the default of Seller hereunder.

2.3 Time and Place of Closing. The Closing shall take place at the offices of Escrow Agent at 10:00 A.M. no later than thirty (30) days after the Rutherford County Commission approves funding and

the Rutherford County Board of Education approves the purchase of the Property, or at such other time and place and in such manner as Seller and Buyer may agree.

### 3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER

Seller warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

3.1 Title. Seller is the owner in fee simple of all of the Property.

3.2 Eminent Domain/Condemnation. No condemnation or eminent domain proceedings are now pending or threatened concerning the Property, and Seller has received no notice from any governmental agency or authority or other potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

3.3 Environmental Matters. To the best of Seller's knowledge the Property does not now contain nor has the Property contained any underground storage tanks, material amounts of hazardous material or landfills. Seller has used no hazardous material at the Property nor has Seller permitted any other person to do so. To the best of Seller's knowledge the Property contains no wetlands, vegetation, animal species or significant historic/archaeological sites which are subject to special regulations or limitations under local, state or federal laws, regulations or orders.

3.4 Foreign Investment and Real Property Tax Act. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Seller will execute and deliver to Buyer an affidavit regarding such matters. If Seller fails to execute and deliver such affidavit, Buyer may deduct and withhold from the Purchase Price such amounts as Buyer may be required to withhold in order to satisfy any of Buyer's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

3.5 Conveyance of Easements. For no additional cost to the Buyer, Seller shall grant the Buyer the following easements:

(a) Utility easements for water, sewer, electric, and gas utilities along, across, and through remaining property of Seller at locations to be mutually agreed by Buyer and Seller, if reasonably needed for Buyer's intended use; and

(b) An easement for drainage of surface water along, across, and through remaining property of Seller at a location to be mutually agreed by Buyer and Seller, if reasonably needed for Buyer's intended use.

(c) Road right of way on remaining property of Seller for any improvements needed to Baker Road, if reasonably needed for Buyer's intended use.

### 4. POSSESSION; RISK OF LOSS

4.1 Possession. Possession of the Property will be transferred to Buyer at the conclusion of the Closing.

4.2 Risk of Loss. All risk of loss to the Property shall remain upon Seller until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty, or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Seller shall, within ten (10) days of such damage or taking, notify Buyer thereof and Buyer shall have the option to:

(a) terminate this Agreement upon notice to Seller given within ten (10) business days after such notice from Seller, in which case Buyer shall receive a return of the Earnest Money Deposit; or

(b) proceed with the purchase of the Property, in which event Seller shall assign to Buyer all Seller's right, title and interest in all amounts due or collected by Seller under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

#### 4.3 USA Patriot Act.

(a) None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

(b) Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

### 5. TITLE MATTERS

Within ten (10) days after the Effective Date, Seller shall deliver to Buyer's counsel copies of any title information, including prior title policies and surveys, in Seller's possession. During the Inspection Period Buyer may order a title insurance commitment from a national title insurance company acceptable to it and a current survey from a reputable surveyor. Buyer will have thirty (30) business days after its receipt of both the title insurance commitment and survey within which to notify Seller in writing of any conditions, defects, encroachments or other objections to title or survey which are not acceptable to Buyer. Any matter disclosed by the title insurance commitment (other than liens removable by the payment of money) or by the survey which is not timely specified in Buyer's written notice to Seller shall be deemed a "Permitted Exception". Seller shall use reasonable and diligent efforts to cure all objections to title or survey by Closing. If such title defects and/or objections are not cured within said period, Buyer may (i) refuse to purchase the Property, terminate this Agreement and receive a return of the Earnest Money Deposit; or (ii) waive such objection(s) and close the purchase of the Property subject to them.

### 6. CONDITIONS PRECEDENT

6.1 Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to satisfaction or written waiver by Buyer of each of the following conditions or requirements on or before the Closing Date:

(a) The title insurance commitment shall have been issued and "marked down" through Closing, subject only to Permitted Exceptions.

(b) The physical and environmental condition of the Property shall not have materially changed from the Effective Date, ordinary wear and tear excepted.

(c) Buyer must be able to extend water, sewer and electric utilities to the boundary of the Property with adequate capacity for Buyer's proposed use of the Property.

(d) Seller granting to the Buyer at no additional cost any right of way, gas, water, sewer, and/or electric utility line easements the Buyer determines are reasonably necessary for Buyer's planned use of the Property across Seller's remaining Property.

(e) Seller granting to the Buyer at no additional cost any drainage easements the Buyer determines are reasonably necessary for Buyer's planned use of the Property across Seller's remaining property.

(f) Seller granting to the Buyer at no additional cost any easements or sufficient property for road improvements from Seller's remaining property which the Buyer determines are reasonably needed for Buyer's planned use of the property as a school site.

(g) Approval of the purchase of the Property and funding for the purchase of the same by the Rutherford County Commission and Rutherford County Board of Education.

(h) Buyer receiving any easements from Seller which Buyer determines are reasonably needed for the Buyer's intended use of the Property.

(i) Approval of funding for the purchase of the Property by the Rutherford County Commission.

(j) The simultaneous closing of the sale of the home and property at 5104 Baker Road, Murfreesboro, Tennessee to the Buyer or its assigns.

(k) Buyer shall have received the following in form reasonably satisfactory to Buyer:

(1) A warranty deed in proper form for recording, duly executed, witnessed and acknowledged, and insured by the title insurance company, so as to convey to Buyer the fee simple title to the Property, subject only to the Permitted Exceptions; and

(2) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may reasonably be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein; and

(3) Such other documents as Buyer or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

If any of the above contingencies are not satisfied to Buyer's satisfaction within Buyer's sole discretion, the Buyer may elect to either: (1) terminate this Agreement and receive a full refund of the Earnest Money Deposit; or (2) extend this Agreement by an additional thirty (30) days to give Seller time to satisfy the contingency, or (3) waive the contingency and proceed to closing.

6.2 Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are subject to Buyer having delivered to Seller at or prior to the Closing the balance of the Purchase Price and such other documents as Seller or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement and the simultaneous closing of the purchase of 5104 Baker Road, Murfreesboro, Tennessee by the Buyer or its assigns.

## 7. BREACH; REMEDIES

7.1 Breach by Seller. In the event of a breach of Seller's covenants or warranties herein and the failure of Seller to cure such breach within the time provided for Closing, Buyer may, at Buyer's election (i) terminate this Agreement and receive a return of the Earnest Money Deposit, and the parties shall have no further rights or obligations under this Agreement (except as survive termination); (ii)

enforce this Agreement by suit for specific performance; (iii) waive such breach and close the purchase contemplated hereby, notwithstanding such breach; or (iv) in the case of a willful breach by Seller after Buyer has elected to go forward beyond the Inspection Period to Closing, Buyer may bring an action against Seller for damages, after notice to Seller of such willful breach and the expiration of a period of thirty (30) days from such notice, during which Seller shall have the opportunity to cure such willful breach.

7.2 Breach by Buyer. In the event of a breach of Buyer's covenants or warranties herein and the failure of Buyer to cure such breach within the time provided for Closing, Seller's sole legal and equitable remedy shall be to terminate this Agreement and retain Buyer's Earnest Money Deposit as AGREED LIQUIDATED DAMAGES for such breach, and upon payment in full to Seller of such Earnest Money Deposit, the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination). *BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT OF SUCH FAILURE. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT (WHICH INCLUDES ANY ACCRUED INTEREST THEREON). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.*

## 8. MISCELLANEOUS

### 8.1 Commissions.

8.2 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal service or mailing of a hard copy), at the addresses set forth below:

As to Seller: John L. Batey, Jr. and Melissa W. Batey  
5104 BAKER RD  
MURFREESBORO, TN 37129  
Telephone: 838-2500  
Email: melwbatey@gmail.com

With a copy to  
Seller's Counsel: Bricke Murfree  
Murfree & Goodman, PLLC  
805 South Church St, Ste 21  
Murfreesboro, TN 37130  
Telephone: 615-867-0835

As to Buyer: Rutherford County Board of Education  
Attn: James Sullivan  
Southgate Blvd.  
Murfreesboro, TN 37130

With a copy to Buyer's Counsel: Jeff Reed  
16 Public Square North  
Murfreesboro, TN 37130  
Telephone: (615) 893-5522  
Facsimile: (615) 849-2135  
Email: [jreed@mborolaw.com](mailto:jreed@mborolaw.com)

With a copy to Escrow Agent: Hudson, Reed & Christiansen, PLLC  
(if required) 16 Public Square North  
Murfreesboro, TN 37130  
Telephone: (615) 893-5522  
Facsimile: (615) 849-2135

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

8.3 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This section shall survive the Closing or a prior termination hereof.

8.4 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8.5 Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located.

8.6 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties. The Buyer may assign Buyer's rights and obligations under this Agreement to Rutherford County. Except as to Rutherford County, no third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

8.7 Harvesting of Crops. Seller is entitled to harvest any crops on the Property before Closing, but Buyer is not responsible for any damage to crops from any testing or inspection of the Property.

8.8 Removal of property. Seller shall be allowed to remove any portion of barns or outbuildings on the Property prior to Closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"BUYER"

RUTHERFORD COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chairman

"SELLER"



JOHN L. BATEY, JR.



MELISSA W. BATEY

### JOINDER OF ESCROW AGENT

1. Duties. Escrow Agent joins herein for the purpose of agreeing to comply with the terms hereof insofar as they apply to Escrow Agent. Escrow Agent shall receive and hold the Earnest Money Deposit in trust, to be disposed of in accordance with the provisions of this joinder and the foregoing Agreement.

2. Indemnity. Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall jointly and severally indemnify and hold Escrow Agent harmless from and against any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation, except to the extent it is determined that such controversy or litigation resulted from Escrow Agent's negligence or willful misconduct. If the indemnity amounts payable hereunder result from the fault of Buyer or Seller (or their respective agents), the party at fault shall pay and hold the other party harmless against such amounts.

3. Conflicting Demands. If conflicting demands are made upon Escrow Agent or if Escrow Agent is uncertain with respect to the escrow, the parties to the Agreement expressly agree that Escrow Agent shall have the absolute right to do either or both of the following: (i) withhold and stop all proceedings in performance of this escrow and await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require; or (ii) file suit for declaratory relief and/or interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights between themselves. Upon the filing of any such declaratory relief or interpleader suit and tender of the Earnest Money Deposit to the court, Escrow Agent shall thereupon be fully released and discharged from any and all obligations to further perform the duties or obligations imposed upon it. Buyer and Seller agree to respond promptly in writing to any request by Escrow Agent for clarification, consent or instructions. Any action proposed to be taken by Escrow Agent for which approval of Buyer and/or Seller is requested shall be considered approved by the particular party if Escrow Agent does not receive written notice of disapproval within five (5) business days after a written request for approval is received by the party whose approval is being requested. Escrow Agent shall not be required to take any action for which approval of Buyer and/or Seller has been sought unless such approval has been received. No notice by Buyer or Seller to Escrow Agent of disapproval of a proposed action shall affect the right of Escrow Agent to take any action as to which such approval is not required.

4. Tax Identification. Seller and Buyer shall provide to Escrow Agent appropriate Federal tax identification numbers.

5. Continuing Counsel. Seller acknowledges that Escrow Agent is counsel to Buyer herein and Seller agrees that in the event of a dispute hereunder or otherwise between Seller and Buyer, Escrow Agent may continue to represent Buyer notwithstanding that it is acting and will continue to act as Escrow Agent hereunder, it being acknowledged by all parties that Escrow Agent's duties hereunder are ministerial in nature.

HUDSON, REED & CHRISTIANSEN, PLLC

By: \_\_\_\_\_  
Its Authorized Agent

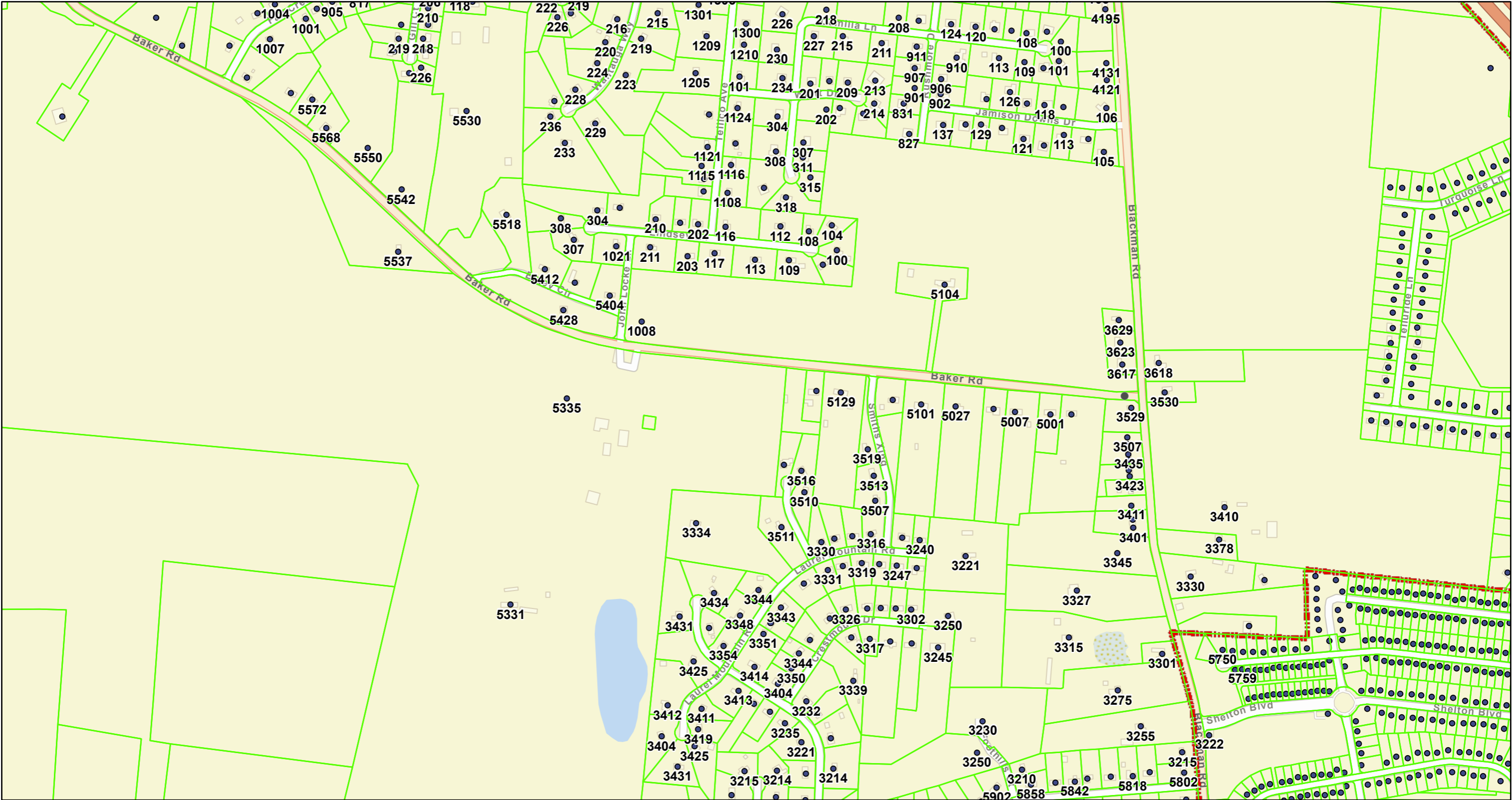
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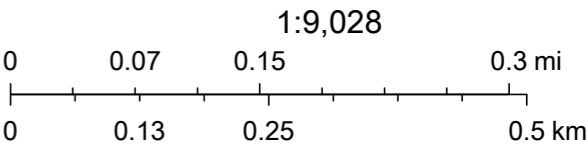
EXHIBIT "A"



# Rutherford County Public Information App



September 7, 2022



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